

APPENDIX



5001 Cedar Lake Road * St. Louis Park, MN 55416
952-252-0405 952-252-0407 fax

July 20, 2012

Asbestos Abatement Associates
3125 Logan Ave N
Minneapolis, MN 55411
612-588-7755

Owner:
City of St. Paul
15 Kellogg Blvd.
St. Paul, MN 55102
651-266-8989

Lead-Based Paint Inspection
768 Rose Ave E. St. Paul, MN

This report provides the results of lead-based paint testing conducted on July 19th, 2012 at the above referenced property. The property is a single-family residential property located in St. Paul, MN. The inspection was conducted by Kevin Hagen (MN Lic. No. LR2036). Angstrom Analytical, Inc. was authorized by you to conduct an inspection for lead-based paint using a field portable x-ray fluorescence (XRF) analyzer. The purpose of this assessment was to determine if lead based paint exists at the above referenced property.

The property consists of a one story single family home with a full basement. According to Zillow.com the property was built in 1899. For sample location purposes, side A of the building is the side facing Rose Ave E and is lettered clockwise around the building. Building foundation is concrete. Bare soil was observed around the property however, no soil samples were collected. At a minimum, the Minnesota Dept. of Health recommends bare soils be made intact by covering them over with either sod, landscaping stone or mulch.

Results

Results of XRF analysis are summarized in the following report (see Appendix A), which utilize Department of Housing and Urban Development (HUD) thresholds (see remarks) for lead-based paint. Painted surfaces are rated on condition as Intact, Fair or Poor. Intact surfaces are free of visual damage/deterioration. Fair or poor rating indicates the paint is damaged and is deteriorated. Any condition listed as fair or poor is a deteriorated condition. The inspection was conducted using HUD "Guidelines for the Evaluation and Control of Lead Based Paint in

Housing” using the October 1997 revised Chapter 7 protocols. The sampling criteria used are found in the HUD Standards 24 CFR Part 35 et al.

Methodology

Testing was accomplished using a Niton XL 303A series. This instrument is a portable, non-destructive, in-site testing and measurement instrument that renders an average precision of +/- 0.3 milligrams per square centimeter (mg/cm^2) depending upon the length of time the sample point is tested. The XRF uses a source of Cd-109. Specific precision limits are established by the National Institute of Standards and Technology (NIST). The XRF instrument was checked using the NIST Standard Reference for calibration checks. The instrument's operational mode is standard paint mode. This instrument is operated by Minnesota Department of Health licensed lead inspectors. Where conclusive results were not obtained by XRF testing, confirmatory paint chip samples were or can be collected for laboratory analysis. The XRF instrument was calibrated, using a known lead paint film, at the beginning, every four hours and at the end of each day.

Remarks

The Lead-Based Paint Poisoning Prevention Act (LBPPA) has established an action level for public housing. Under the statute, lead-based paint hazards equal to or greater than $1.0 \text{ mg}/\text{cm}^2$ or 0.5 percent by weight must be abated. It is important to keep in mind that the testing results of a component also apply to any similar component not tested. For example, if a white, painted baseboard tests positive then the entire white painted baseboard in that room is also considered positive.

All sampling was conducted by representatives of Angstrom Analytical, Inc. Standards for private or commercial housing may vary by locality.

Results

The results of the portable x-ray fluorescence (XRF) analysis of the representative building components are listed in appendix A. All paint testing was conducted using the XRF unit. The XRF was calibrated and the beginning of each days inspection, during the inspection and at the end of each days inspection. Calibration was conducted on known lead paint films provided by the manufacturer. The results of the calibrations are within acceptable limits of the Performance Characteristic Sheet for the instrument. XRF results are expressed in units of milligrams per square centimeter (mg/cm^2) (see Remarks for action levels). XRF results are classified as positive or negative. A component that tests positive indicates leads is present at or above the standard (see Remarks).

Discussion

Painted building components were assessed visually for condition. Paint is rated on its condition as intact, fair and poor. Intact means good condition, Fair means less than two square feet of damage to a large interior surface or less than 10 square feet to a large exterior surface or less

than 10% damage to a small surface area. Poor condition means greater than 2 square feet of damage on large interior surface, more than 10 square feet on a large exterior surface or more than 10% damage to a small surface area. Painted surfaces listed as in fair or poor condition are considered deteriorated. Based on our inspection findings, lead based paint was identified on the following:

The following components tested positive for lead based paint.

- The black painted metal clad window troughs throughout the house.
- The white painted plaster walls and ceiling in the 2nd floor bathroom.
- The brown painted doors trim in the 2nd floor small office.
- The brown wood grained paneling in the 2nd floor small office.
- The white painted plaster walls and ceiling in the 2nd floor hallway.
- The green painted wood columns in the basement.

Exterior

- The black painted metal doors trim on the front porch.
- The white painted metal siding on the front porch.
- The black painted metal windows trim throughout.
- The black painted metal doors trim throughout.
- The white painted metal soffits.
- The white painted metal fascia.
- The white painted metal siding on the garage.
- The green painted wood window components on the garage.

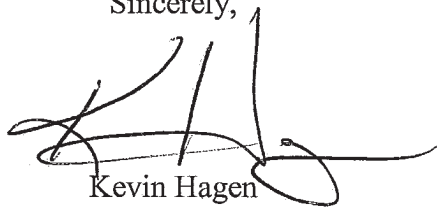
Please refer to the Lead Based Paint Testing Report (Appendix A) for specific locations and conditions. At a minimum, surfaces in fair to poor condition need to be stabilized. Intact lead based paint surfaces are not considered a hazard. However they do need to be maintained in an intact condition and periodically monitored. Specific surfaces not identified in this report should be treated as lead based unless testing proves otherwise.

Recommendations

Angstrom Analytical recommends that lead related work be performed by trained individuals and follow all applicable regulations regarding lead and lead hazards. If you are using federal funding you are required to use qualified firms, knowledgeable in hazards associated with lead and are certified / licensed to perform lead remediation services. A copy of this report must be provided to purchasers/lessees on this property under Federal law, 24 CFR part 35 and 40 CFR part 745.

If you have any questions or need further assistance, please call us at the number above.

Sincerely,

A handwritten signature in black ink, appearing to be 'Kevin Hagen', with a stylized, looping flourish extending to the right.

Kevin Hagen
Angstrom Analytical, Inc.

Reading No	Date	Component	Substrate	S.C.	Condition	Color	Size	Room	Results	P.D.C.	P.D.C. Eff.
1	7/19/2012	10:23								7.05	0
2	7/19/2012	10:26	cal in				768		Positive	1.1	0.1
3	7/19/2012	10:26	cal in				768		Positive	1.2	0.1
4	7/19/2012	10:27	cal in				768		Positive	1.1	0.1
5	7/19/2012	10:27	WALL	PLASTER	C	INTACT	BLUE	768 FIRST	KITCHEN	Negative	< LOD
6	7/19/2012	10:28	CEILING	PLASTER	C	INTACT	WHITE	768 FIRST	KITCHEN	Negative	< LOD
7	7/19/2012	10:28	CABINET	WOOD	D	INTACT	WHITE	768 FIRST	KITCHEN	Negative	< LOD
8	7/19/2012	10:29	WINDOW	WOOD	D	INTACT	WHITE	768 FIRST	KITCHEN	Negative	< LOD
9	7/19/2012	10:29	WINDOW trim	WOOD	D	INTACT	WHITE	768 FIRST	KITCHEN	Negative	< LOD
10	7/19/2012	10:30	BASEBOARD	WOOD	A	INTACT	black	768 FIRST	KITCHEN	Negative	< LOD
11	7/19/2012	10:31	BASEBOARD	WOOD	B	INTACT	WHITE	768 FIRST	KITCHEN	Negative	< LOD
12	7/19/2012	10:32	chair rail	WOOD	B	INTACT	WHITE	768 FIRST	KITCHEN	Negative	< LOD
13	7/19/2012	10:32	DOOR trim	WOOD	B	INTACT	WHITE	768 FIRST	KITCHEN	Negative	< LOD
14	7/19/2012	10:37	DOOR trim	WOOD	C	INTACT	BROWN	768 FIRST	dining	Negative	< LOD
15	7/19/2012	10:37	DOOR jamb	WOOD	C	INTACT	WHITE	768 FIRST	dining	Negative	< LOD
16	7/19/2012	10:37	BASEBOARD	WOOD	C	INTACT	BROWN	768 FIRST	dining	Negative	< LOD
17	7/19/2012	10:38	WALL	PLASTER	C	INTACT	BEIGE	768 FIRST	dining	Negative	< LOD
18	7/19/2012	10:39	crown mold	WOOD	C	INTACT	BEIGE	768 FIRST	dining	Negative	< LOD
19	7/19/2012	10:39	CEILING	PLASTER	C	INTACT	WHITE	768 FIRST	dining	Negative	< LOD
20	7/19/2012	10:40	WINDOW	WOOD	B	INTACT	BROWN	768 FIRST	dining	Negative	< LOD
21	7/19/2012	10:40	WINDOW trim	WOOD	B	INTACT	BROWN	768 FIRST	dining	Negative	< LOD
22	7/19/2012	10:41	WINDOW trough	METAL	B	INTACT	black	768 FIRST	dining	Positive	< LOD
23	7/19/2012	10:44	WINDOW trough	METAL	B	INTACT	black	768 FIRST	W bedroom	Positive	< LOD
24	7/19/2012	10:46	WINDOW	WOOD	D	INTACT	BROWN	768 FIRST	W bedroom	Negative	< LOD
25	7/19/2012	10:46	WINDOW trim	WOOD	D	INTACT	BROWN	768 FIRST	W bedroom	Negative	< LOD
26	7/19/2012	10:47	WALL	WOOD	A	INTACT	TAN	768 FIRST	W bedroom	Negative	< LOD
27	7/19/2012	10:47	FLOOR	WOOD	A	INTACT	TAN	768 FIRST	W bedroom	Negative	< LOD
28	7/19/2012	10:48	crown mold	WOOD	A	INTACT	WHITE	768 FIRST	W bedroom	Negative	< LOD
29	7/19/2012	10:48	CEILING	PLASTER	A	INTACT	WHITE	768 FIRST	W bedroom	Negative	< LOD
30	7/19/2012	10:48	DOOR	WOOD	B	INTACT	BROWN	768 FIRST	W bedroom	Negative	< LOD
31	7/19/2012	10:49	DOOR trim	WOOD	B	INTACT	BROWN	768 FIRST	W bedroom	Negative	< LOD
32	7/19/2012	10:49	RADIATOR	METAL	D	INTACT	BEIGE	768 FIRST	W bedroom	Negative	< LOD
33	7/19/2012	10:49	RADIATOR	METAL	D	INTACT	BEIGE	768 FIRST	LIVING ROOM	Negative	< LOD

34	7/19/2012 10:50	WALL	PLASTER	D	INTACT	WHITE	768 FIRST	LIVING ROOM	Negative	< LOD	0.03
35	7/19/2012 10:50	crown mold	WOOD	D	INTACT	WHITE	768 FIRST	LIVING ROOM	Negative	< LOD	0.1
36	7/19/2012 10:51	CEILING	PLASTER	D	INTACT	WHITE	768 FIRST	LIVING ROOM	Negative	< LOD	0.03
37	7/19/2012 10:51	BASEBOARD	WOOD	C	INTACT	BROWN	768 FIRST	LIVING ROOM	Negative	< LOD	0.05
38	7/19/2012 10:52	WINDOW	WOOD	A	INTACT	BROWN	768 FIRST	LIVING ROOM	Negative	< LOD	0.03
39	7/19/2012 10:52	WINDOW trim	WOOD	A	INTACT	BROWN	768 FIRST	LIVING ROOM	Negative	< LOD	0.05
40	7/19/2012 10:52	WINDOW trough	METAL	A	INTACT	black	768 FIRST	LIVING ROOM	Positive	< LOD	28.5
41	7/19/2012 10:53	DOOR trim	WOOD	A	INTACT	BROWN	768 FIRST	LIVING ROOM	Negative	< LOD	0.05
42	7/19/2012 10:53	DOOR jamb	WOOD	A	INTACT	BEIGE	768 FIRST	LIVING ROOM	Negative	< LOD	0.03
43	7/19/2012 10:53	DOOR	METAL	A	INTACT	WHITE	768 FIRST	LIVING ROOM	Negative	< LOD	0.03
44	7/19/2012 10:54	TREAD	WOOD	B	INTACT	BROWN	768 FIRST	STAIR	Negative	< LOD	0.12
45	7/19/2012 10:55	WINDOW	WOOD	B	INTACT	BROWN	768 FIRST	STAIR	Negative	< LOD	0.09
46	7/19/2012 10:55	WINDOW trim	WOOD	B	INTACT	BROWN	768 FIRST	STAIR	Negative	< LOD	0.61
47	7/19/2012 10:59	WALL	PLASTER	C	INTACT	WHITE	768 SECOND	BATHROOM	Positive	1.5	0.5
48	7/19/2012 10:59	CEILING	PLASTER	C	INTACT	WHITE	768 SECOND	BATHROOM	Positive	2.3	1.1
49	7/19/2012 10:59	CABINET	WOOD	A	INTACT	TAN	768 SECOND	BATHROOM	Negative	< LOD	0.09
50	7/19/2012 11:00	DOOR	WOOD	B	INTACT	TAN	768 SECOND	BATHROOM	Negative	< LOD	0.08
51	7/19/2012 11:00	DOOR trim	WOOD	B	INTACT	TAN	768 SECOND	BATHROOM	Negative	< LOD	0.14
52	7/19/2012 11:01	DOOR trim	WOOD	B	INTACT	TAN	768 SECOND	HALL	Negative	< LOD	0.09
53	7/19/2012 11:01	DOOR	WOOD	B	INTACT	TAN	768 SECOND	HALL	Negative	< LOD	0.13
54	7/19/2012 11:01	WALL	PLASTER	B	INTACT	WHITE	768 SECOND	HALL	Positive	7.5	3.8
55	7/19/2012 11:02	CEILING	PLASTER	B	INTACT	WHITE	768 SECOND	HALL	Positive	5.7	3.5
56	7/19/2012 11:02	BASEBOARD	WOOD	B	INTACT	TAN	768 SECOND	HALL	Negative	< LOD	0.06
57	7/19/2012 11:02	FLOOR	WOOD	B	INTACT	TAN	768 SECOND	HALL	Negative	< LOD	0.19
58	7/19/2012 11:03	WALL	PLASTER	C	INTACT	GREEN	768 SECOND	S bedroom	Negative	< LOD	0.9
59	7/19/2012 11:04	CEILING	PLASTER	C	INTACT	GREEN	768 SECOND	S bedroom	Null	0.3	0.1
60	7/19/2012 11:04	CEILING	PLASTER	C	INTACT	GREEN	768 SECOND	S bedroom	Negative	0.27	0.05
61	7/19/2012 11:05	WINDOW	WOOD	C	INTACT	BROWN	768 SECOND	S bedroom	Negative	< LOD	0.04
62	7/19/2012 11:05	WINDOW trim	WOOD	C	INTACT	BROWN	768 SECOND	S bedroom	Negative	< LOD	0.28
63	7/19/2012 11:07	DOOR trim	WOOD	B	INTACT	BROWN	768 SECOND	S bedroom	Negative	< LOD	0.47
64	7/19/2012 11:08	DOOR trim	WOOD	D	INTACT	BROWN	768 SECOND	office	Positive	< LOD	25.95
65	7/19/2012 11:08	WALL pnl.	WOOD	D	INTACT	BROWN	768 SECOND	office	Positive	< LOD	10.95
66	7/19/2012 11:09	WINDOW	WOOD	B	INTACT	BROWN	768 SECOND	office	Negative	< LOD	0.06
67	7/19/2012 11:09	WINDOW trough	WOOD	B	INTACT	WHITE	768 SECOND	office	Negative	< LOD	0.37

68	7/19/2012 11:10	WINDOW	WOOD	B	INTACT	BROWN	768 SECOND	E bedroom	Negative	< LOD	0.07
69	7/19/2012 11:11	WALL	PLASTER	A	INTACT	YELLOW	768 SECOND	E bedroom	Null	0.9	0.4
70	7/19/2012 11:12	WALL	PLASTER	A	INTACT	YELLOW	768 SECOND	E bedroom	Null	1	0.4
71	7/19/2012 11:12	WALL	PLASTER	A	INTACT	YELLOW	768 SECOND	E bedroom	Negative	< LOD	0.03
72	7/19/2012 11:13	RADIATOR	METAL	A	INTACT	BEIGE	768 SECOND	E bedroom	Negative	< LOD	0.04
73	7/19/2012 11:13	BASEBOARD	WOOD	A	INTACT	BROWN	768 SECOND	E bedroom	Negative	< LOD	0.03
74	7/19/2012 11:14	clos. wall	PLASTER	D	INTACT	BEIGE	768 SECOND	E bedroom	Null	0.8	0.4
75	7/19/2012 11:15	clos. wall	PLASTER	D	INTACT	BEIGE	768 SECOND	E bedroom	Null	0.9	0.4
76	7/19/2012 11:15	clos. wall	PLASTER	D	INTACT	BEIGE	768 SECOND	E bedroom	Negative	< LOD	0.18
77	7/19/2012 11:15	DOOR	WOOD	C	INTACT	BROWN	768 SECOND	E bedroom	Negative	< LOD	0.1
78	7/19/2012 11:16	DOOR trim	WOOD	C	INTACT	BROWN	768 SECOND	E bedroom	Negative	< LOD	0.09
79	7/19/2012 11:17	DOOR trim	WOOD	C	INTACT	BROWN	768 SECOND	N bedroom	Negative	< LOD	0.23
80	7/19/2012 11:17	DOOR	WOOD	C	INTACT	TAN	768 SECOND	N bedroom	Negative	< LOD	0.26
81	7/19/2012 11:18	WINDOW	WOOD	A	INTACT	TAN	768 SECOND	N bedroom	Negative	< LOD	0.03
82	7/19/2012 11:18	WINDOW trim	WOOD	A	INTACT	TAN	768 SECOND	N bedroom	Negative	< LOD	0.2
83	7/19/2012 11:19	WINDOW trough	METAL	A	INTACT	black	768 SECOND	N bedroom	Positive	1.6	0.6
84	7/19/2012 11:20	WALL	PLASTER	A	INTACT	TAN	768 SECOND	N bedroom	Negative	< LOD	0.4
85	7/19/2012 11:20	CEILING	PLASTER	A	INTACT	TAN	768 SECOND	N bedroom	Negative	< LOD	0.32
86	7/19/2012 11:20	FLOOR	WOOD	A	INTACT	TAN	768 SECOND	N bedroom	Negative	< LOD	0.6
87	7/19/2012 11:20	RADIATOR	METAL	A	INTACT	BEIGE	768 SECOND	N bedroom	Negative	< LOD	0.03
88	7/19/2012 11:21	BASEBOARD	WOOD	C	INTACT	BROWN	768 SECOND	N bedroom	Negative	< LOD	0.29
89	7/19/2012 11:28	WALL pnl.	WOOD	A	INTACT	BROWN	768 BASEMENT		Negative	< LOD	0.06
90	7/19/2012 11:28	COLUMN	WOOD	INTACT	INTACT	GREEN	768 BASEMENT		Positive	2.3	0.8
91	7/19/2012 11:29	CABINET	WOOD	B	INTACT	BROWN	768 BASEMENT		Negative	< LOD	0.05
92	7/19/2012 11:29	CABINET	WOOD	A	INTACT	GREEN	768 BASEMENT		Negative	< LOD	0.04
93	7/19/2012 11:30	WALL	CONCRETE	D	POOR	YELLOW	768 BASEMENT		Null	< LOD	0.03
94	7/19/2012 11:30	WALL	CONCRETE	D	POOR	YELLOW	768 BASEMENT		Negative	< LOD	0.03
95	7/19/2012 11:31	COLUMN	WOOD	D	INTACT	silver	768 BASEMENT		Negative	< LOD	0.21
96	7/19/2012 11:32	WALL	PLASTER	B	INTACT	YELLOW	768 BASEMENT	STAIR	Negative	< LOD	1.08
97	7/19/2012 11:32	CEILING	PLASTER	B	INTACT	YELLOW	768 BASEMENT	STAIR	Negative	< LOD	1.14
98	7/19/2012 11:36	shelf	WOOD	A	INTACT	gray	768 BASEMENT	STAIR	Negative	< LOD	0.18
99	7/19/2012 11:37	DOOR	METAL	B	INTACT	BEIGE	768 BASEMENT	STAIR	Negative	< LOD	0.03
100	7/19/2012 11:37	DOOR trim	WOOD	B	INTACT	TAN	768 BASEMENT	STAIR	Negative	< LOD	0.18
101	7/19/2012 11:38	WALL pnl.	WOOD	C	INTACT	BROWN	768 BASEMENT	STAIR	Negative	< LOD	0.06

102	7/19/2012 11:38	CEILING	PLASTER	C	PEELING	BEIGE	768 BASEMENT	STAIR	Negative	< LOD	0.75
103	7/19/2012 11:39	DOOR	METAL	A	INTACT	WHITE	768	PORCH	Negative	< LOD	0.04
104	7/19/2012 11:40	DOOR trim	METAL	A	INTACT	black	768	PORCH	Positive	< LOD	23.85
105	7/19/2012 11:40	WALL siding	METAL	A	INTACT	WHITE	768	PORCH	Positive	3	1.9
106	7/19/2012 11:41	WALL pnl.	WOOD	A	INTACT	TAN	768	PORCH	Negative	< LOD	0.24
107	7/19/2012 11:41	WINDOW ledge	METAL	A	INTACT	WHITE	768	PORCH	Negative	< LOD	0.08
108	7/19/2012 11:42	WINDOW trim	METAL	A	INTACT	black	768	Exterior	Positive	< LOD	26.55
109	7/19/2012 11:43	WINDOW	vinyl	A	INTACT	WHITE	768	Exterior	Negative	< LOD	0.03
110	7/19/2012 11:44	DOOR	METAL	B	INTACT	YELLOW	768	Exterior	Negative	< LOD	0.03
111	7/19/2012 11:44	DOOR trim	METAL	B	INTACT	black	768	Exterior	Positive	3.5	2.2
112	7/19/2012 11:45	soffit	METAL	B	INTACT	WHITE	768	Exterior	Positive	2	0.9
113	7/19/2012 11:45	facia	METAL	B	INTACT	WHITE	768	Exterior	Positive	4	2.3
114	7/19/2012 11:50	facia	METAL	A	INTACT	WHITE	768	GARAGE	Negative	< LOD	0.9
115	7/19/2012 11:51	siding	METAL	A	INTACT	WHITE	768	GARAGE	Positive	2.3	1.1
116	7/19/2012 11:51	DOOR	METAL	A	INTACT	gray	768	GARAGE	Negative	< LOD	0.03
117	7/19/2012 11:52	DOOR trim	METAL	A	INTACT	black	768	GARAGE	Negative	< LOD	0.04
118	7/19/2012 11:52	WINDOW	WOOD	A	POOR	GREEN	768	GARAGE	Positive	< LOD	12.3
119	7/19/2012 11:52	WINDOW trim	WOOD	A	POOR	GREEN	768	GARAGE	Positive	< LOD	19.8
120	7/19/2012 11:53	siding	WOOD	C	INTACT	RED	768	GARAGE	Negative	< LOD	0.09
121	7/19/2012 11:53	DOOR trim	WOOD	C	POOR	WHITE	768	GARAGE	Negative	< LOD	0.14
122	7/19/2012 11:54	WINDOW	WOOD	D	POOR	black	768	GARAGE	Negative	0.6	0.3
123	7/19/2012 11:56	cal out					768		Positive	1.3	0.3
124	7/19/2012 11:56	cal out					768		Positive	1.3	0.3
125	7/19/2012 11:56	cal out					768		Positive	1.3	0.3

Minnesota Department of Health

has authorized

Angstrom Analytical, Inc.

5001 Cedar Lake Rd S

St Louis Park, Minnesota 55416

in accordance with Minnesota Statutes, section 144.9505 and Minnesota Rules, part 4761.2200,
to practice in the State of Minnesota as a

Certified Lead Firm

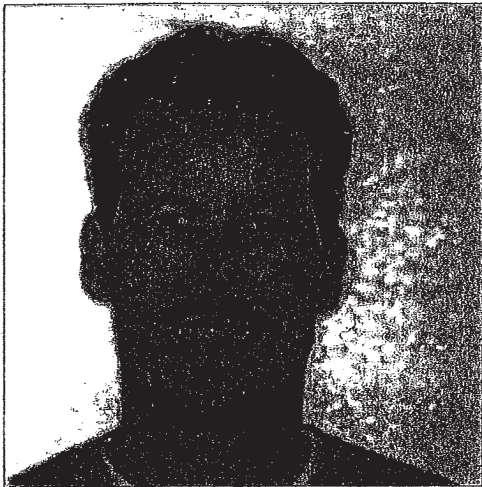
License No: LF127

Expires 12/08/2012

This certificate is nontransferable.



Linda B. Bruemmer, Director
Division of Environmental Health



Leola S. Buschner
Director, Env. Health Div.



**LEAD
Risk Assessor**

Licensed by:
State of Minnesota
Department of Health

**License No. LR2036
Expires 09/19/2012**

**Kevin P Hagen
7038 Upper 36th St N
Oakdale, MN 55128**



Asbestos Abatement Associates

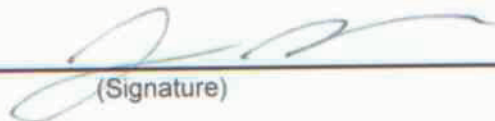
3125 Logan Ave. N., Minneapolis, MN 55411

**Asbestos/Hazardous Materials Survey
Residential Property
768 Rose Ave. E.
St. Paul, MN 55106**

**Prepared by:
Asbestos Abatement Associates
3125 Logan Ave. N.
Mpls., MN 55411**

**Prepared for:
City of St. Paul
Cindy Carlson
25 West 4th St. #1100
St. Paul, MN 55102**

**Jacob Martin #9050
July 25, 2012**


(Signature)

7-25-12
(Date)

*North Metro: 612-588-7755
St. Paul: 651-633-4060*

*South Metro: 612-823-2955
Fax: 612-588-6780*

Email: abatenow@popp.net

★ A ★
★ A ★ A ★
Asbestos Abatement Associates

3125 Logan Ave. N., Minneapolis, MN 55411

Project Description
768 Maryland Ave. E., St. Paul, MN

Asbestos Abatement Associates was retained by Cindy Carlson of the City of St. Paul to conduct an Asbestos/Hazardous Materials Survey for a residential home located at 768 Maryland Ave. E., St. Paul, MN. We were asked to prepare this report (the Survey) and report the findings of the Survey.

The reason for the visit is to identify friable and non-friable asbestos containing materials which may become friable during renovation or demolition.

The home is approximately 113 years old. It has 2 levels and is approximately 2,321 sq. ft. The structure is made of concrete footing and poured cement foundation with concrete flooring throughout the basement. There is blown in insulation in the walls and ceilings. This home is wood framed and sided with aluminum on the exterior. There are hardwood floors throughout. The walls and ceiling are plaster and the roofing is asphalt. The garage is wood framed and sided with aluminum exterior siding. This sits on a cement slab and has an asphalt roof.

This Survey represented by Jacob Martin on July 25, 2012. The Survey Area consisted of accessible portions of the Building at the time of the Survey.

Copies of Mr. Martin's Asbestos Inspector certificate and license are included.

*North Metro: 612-588-7755
St. Paul: 651-633-4060*

*South Metro: 612-823-2955
Fax: 612-588-6780*

Email: abatenow@popp.net

★ **A** ★
★ **A** ★ **A** ★
Asbestos Abatement Associates
3125 Logan Ave. N., Minneapolis, MN 55411

Scope of Services
768 Rose Ave. E., St. Paul, MN

- A destructive assessment of accessible portions of the building was conducted Jacob Martin, Asbestos Building Inspector #9050. Suspect Asbestos containing building materials were identified per current Minnesota Department of Health (MDH) Asbestos Abatement Rules and Occupational Safety and Health Administration (OSHA) regulations.
- Samples of suspect ACM identified during the Survey were collected for laboratory analysis in accordance with MDH and OSHA regulations.
- The location, estimated quantity, and condition of suspect ACM were documented.
- The presence and/or quantity of other materials such as hazardous wastes or building materials that would be classified as special wastes for demolition were documented.
- The presence and/or quantity of equipment that could contain polychlorinated biphenyls (PCBs), ozone depleting chemicals (ODCs), and mercury or other regulated metals was documented.

*North Metro: 612-588-7755
St. Paul: 651-633-4060*

*South Metro: 612-823-2955
Fax: 612-588-6780*

Email: abatenow@popp.net



Asbestos Abatement Associates

3125 Logan Ave. N., Minneapolis, MN 55411

Sampling Methodology

768 Rose Ave. E., St. Paul, MN

- Asbestos Abatement Associates identified homogenous building materials in accordance with the Environmental Protection Agency (EPA) Asbestos Hazardous Emergency Response Act (AHERA) 40 CFR Part 763, Subpart E as specified in MDH and OSHA rules and regulations. Homogenous areas are defined as areas of surfacing materials, thermal system insulation materials or other miscellaneous materials which upon examination for properties such as age, color, size and texture appear to be composed of the same material.
- The building materials are collected from randomly selected locations throughout the building where the material is found to be present. Samples of these materials are assumed to be representative of that material wherever it is found throughout the building.
- Samples of potential ACMs were collected by Asbestos Abatement Associates and were analyzed using Polarized Light Microscopy (PLM) by Angstrom Analytical, Inc., in Saint Louis Park, Minnesota. Angstrom's National Voluntary Laboratory Accreditation Program code number is 101099. (Copy of Lab Qualification Included) The MDH, OSHA, and EPA define ACM as a material which contains greater than one percent asbestos by qualitative or quantitative analysis

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★ **A** ★ **A** ★
Asbestos Abatement Associates
3125 Logan Ave. N., Minneapolis, MN 55411

768 Rose Ave. E., St. Paul, MN

techniques. The EPA's National Emission Standard for Hazardous Air Pollutants (NESHAP) requires quantitative analysis, commonly referred to as a "point count", for all qualitative analysis results when asbestos is detected in concentrations less than one to ten percent. However, under common practice, qualitative results greater than three and less than ten percent are often accepted to be ACM.

Testing Results

Asbestos Abatement Associates collected a total of fourteen (14) samples of suspect (ACM) that were analyzed by Angstrom Analytical.

See Survey/Sample Results in table on the next pages with the sample results in the page following.

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Sample Results

768 Rose Ave. E., St. Paul, MN

All items tested were found to be non-asbestos containing and are listed below:

- Green window glazing garage 3 total
- Wall plaster bedroom #1
- Off white ceiling tile bedroom #1 12x2
- Wall plaster bedroom #2
- Wall plaster skim and base coats living room
- White ceiling texture dining room 14x13
- Wheat color sheet flooring 2nd floor hallway closet 3x2
- Cream to peach color sheet flooring under basement stairwell 5x3
- Ivory ceiling tile basement 23x15 area
- Tan and green flooring top layer kitchen 12x11
- Tan and brown sheet flooring 2nd layer kitchen 12x11
- Green floor tile 3rd layer kitchen 12x11
- Black mastic under floor tiles kitchen 12x11

North Metro: 612-588-7755

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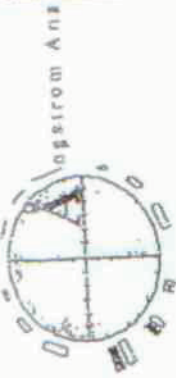
Fax: 612-588-6780

Email: abatenow@popp.net

Hazardous Waste Items Found On Site

- 3 ballasts
- 1 boiler
- 4 computer monitors
- 14 fluorescent bulbs
- 12 gallons household hazardous waste
- 1 outdoor flood light
- 2 smoke detectors
- 40 yards solid waste
- 7 televisions
- 1 thermostat
- 1 water heater
- 3 window a/c units

The estimated cost for removal of Hazardous Waste items is \$1,490.00.



★ ★ ★
★ ★ ★
★ ★ ★

ANGSTROM ANALYTICAL ASSOCIATES

Angstrom Analytical
5001 Cedar Lake Road
St. Louis Park, Min 55416

ASBESTOS (PLM) BULK SAMPLES:
REPORT OF MATERIALS ANALYSIS

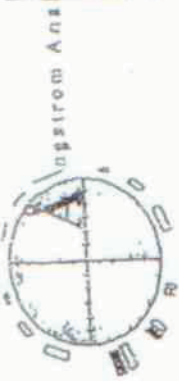
pg 1 of 2

CLIENT City of St. Paul	Project Location	Results Via Email
CLIENT ADDRESS 768 Rose Ave. E.	Client/Receiving # 1-10	Data Entry 7/25/12
St. Paul 55106	Assigned/Lab # 12-04	Project # 20520
Fax #		Analyst KIT
		Data Recd 7/25/12
		Analyzed 7/25/12
		Phone'd

Sample Number	Material	Physical Description	Location	Asbestos Type	Approximate Percent
1	Window Glazing	Green	Garage 3 total	None	Detected
2	Wall Plaster-base	Cementitious	Bedrm #1	None	Detected
3	Ceiling Tile	Off White	Bedrm #1 12x2	None	Detected
4	Wall Plaster-base	Cementitious	Bedrm #2	None	Detected
5	Wall Plaster-skim	White	Living Room	None	Detected
6	Wall Plaster-base	Cementitious	" "	None	Detected
7	Ceiling Texture	White	Dining Room 14x13	None	Detected
8	Sheet Flooring	Wheat Color	2nd Floor 3x2 Hallway/closet	None	Detected
9	Sheet Flooring	Cream to Pale Peach	Under basement Stairwell 5x3	None	Detected
10	Ceiling Tile	Ivory	Basement 23x15	None	Detected

ANGSTROM ANALYTICAL

VAR. 4. 2009 3:22PM



Angstrom Analytical
5001 Cedar Lake Road
St. Louis Park, Mn 55416

ASBESTOS ASSESSMENT ASSOCIATES
ASBESTOS (PLM) BULK SAMPLES:
REPORT OF MATERIALS ANALYSIS

pg 2 of 2

CLIENT City of St. Paul	Project Location	Results Via Email	Date Entry 7/25/12	Approved By KH
CLIENT ADDRESS 1768 Rose Ave. E.	Client/Receiving # 11-14		Project # 20520	Analyst KH
St. Paul 55106	Assigned/Lab # 12-07		Date Rec'd 7/25/12	Analyzed 7/25/12
Fax #			Date Mailed	Phoned

Sample Number	Material	Physical Description	Location	Asbestos Type	Approximate Percent
11	Flooring	Tan + Green Top Layer	Kitchen 12x11	None	Detected
12	Sheet Flooring	Tan + Brown 2 nd Layer		None	Detected
13	Floor Tile	Green 3 rd Layer		None	Detected
14	Mastic to #13	Black	↓	None	Detected



Asbestos Abatement Associates

3125 Logan Ave. N., Minneapolis, MN 55411

The structure is ready to be demolished only after the Friable Asbestos containing items are removed by an Asbestos contractor. The non-friable Asbestos can remain in place for demolition but you must make the landfill aware the debris has non-friable class nine materials mixed in. Non Friable Asbestos containing materials are subject to the MPCA rules and notifications.

All hazardous materials need to be managed properly and removed prior to demolition. The following is a sample of hazardous building materials:

- Polychlorinated Biphenyls (PCBS) found in light ballasts, capacitors, HVAC systems, and transformers.
- Mercury found in fluorescent lamps, switches, vapor lamps, thermostats, metal halide lamps, high pressure sodium lamps, neon lamps, manometers, and gauges. Many mercury containing materials were used in appliances, HVAC systems, or industrial switches or controls, thermocouples, temperature sensors, and other electrical equipment.
- Pb based paint that is not adhering to the substrate.
- Refrigerants/CFCs/HCFCs are found in refrigerators, AC systems, drinking fountains, dehumidifiers, vending machines, heat pumps, chillers, freezers, ice machines, food display cases.
- Appliances including stoves, refrigerators, furnaces, air exchangers, water heaters, etc.
- Chemicals, oils, batteries, paint cans, agricultural chemicals, other hazardous building materials.
- Trash, furniture, mattresses, engine parts, construction waste, etc.

Sincerely,
Jacob Martin

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Sampling Area Measurements for Abatement 768 Rose Ave. E., St. Paul, MN

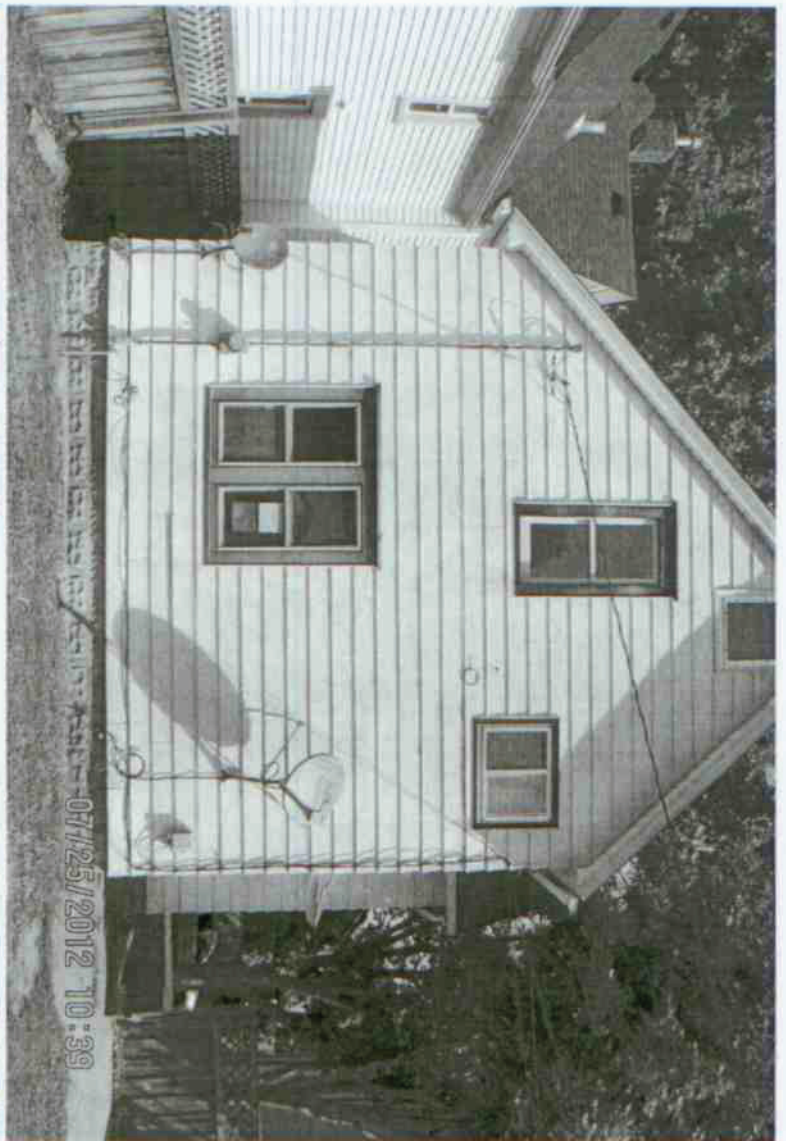
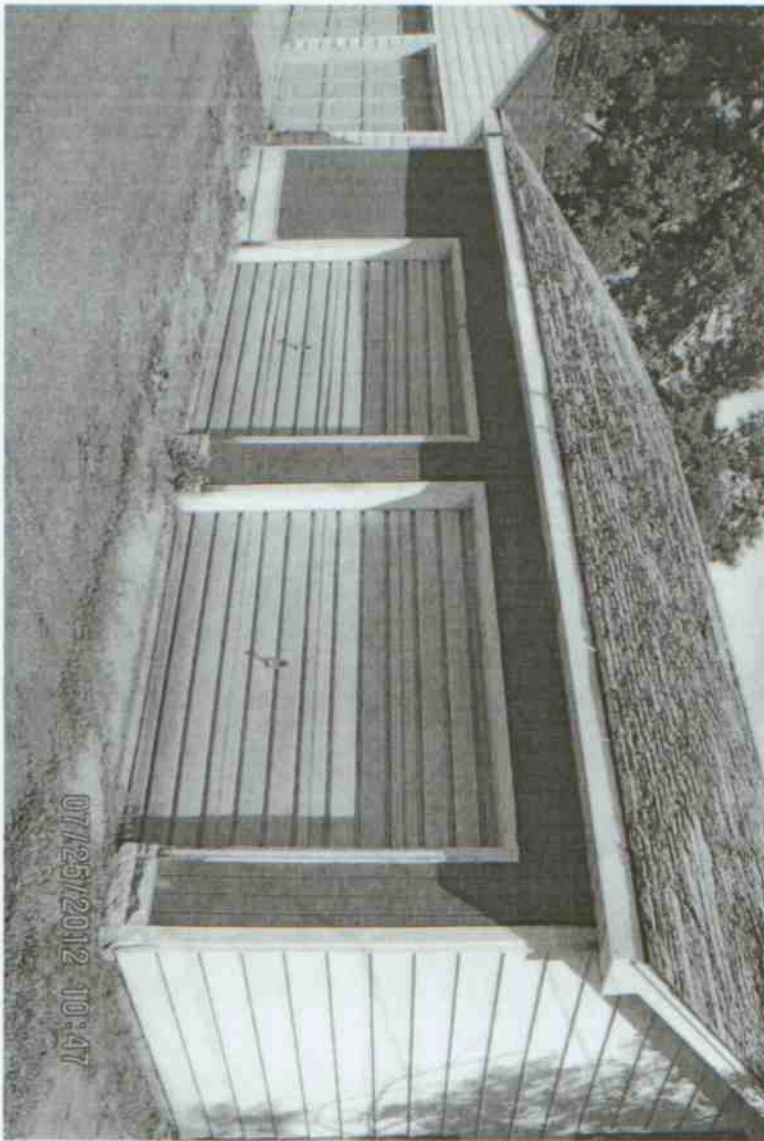
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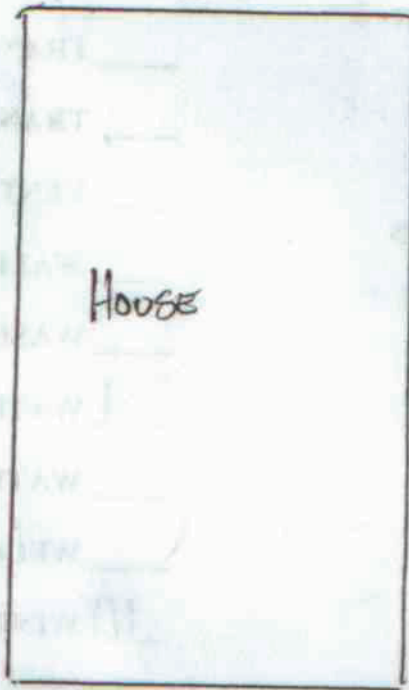
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HOUSE

28

GARAGE

20

28

IHA Bulk Asbestos Program - Individual Lab Results

[\(Ext of the Final Report to Laboratories\) \(PDF\)](#)
[Home](#)

American Industrial Hygiene Association Bulk Asbestos Analytical Testing Program Results of Round A69-406 1/15/2007

Charles Tye
Angstrom Analytical, Inc.
5001 Cedar Lake Road South
St. Louis Park, MN 55416

Laboratory ID Number
101099

Total Penalty Points
Round Status
Program Status
0
P
P

Lot Designation/Sample ID Numbers	A) 4995	B) 2942	C) 3637	D) 2594
Analysis Results from Laboratory Number 101099				
Asbestos (%)	AMOS (10) CHRY (8) NONE (0)	CHRY (35) NONE (0) NONE (0)	NONE (0) NONE (0) NONE (0)	ANTH (80) NONE (0) NONE (0)
Other Fibrous Materials (%)	NONE (0) NONE (0)	NONE (0) NONE (0)	SYNT (40) NONE (0)	NONE (0) NONE (0)
Nonfibrous Material (%)	OTHR (82)	OTHR (65)	OTHR (40)	OTHR (20)
Penalty Points Assessed	0	0	0	0
Analysis Results from Reference Laboratory One				
Asbestos (%)	AMOS (8) CHRY (6)	CHRY (25) ACTN (TRA) FBGL (5)	CELL (15)	ANTH (70)
Other Fibrous Materials (%)				
Nonfibrous Material (%)	ACID (96)	ACID (70)	MICA (40) ACID (45)	OTHR (30)
Analysis Results from Reference Laboratory Two				
Asbestos (%)	AMOS (15) CHRY (3)	CHRY (11) AM/JS (TRA) FBGL (81)	CELL (25)	ANTH (85)
Other Fibrous Materials (%)				
Nonfibrous Material (%)	OTHR (62)	OTHR (5)	OTHR (75)	OTHR (15)
Acceptable Quantitation Range (%)	AMOS (1-25) CHRY (TRA-15)	CHRY (5-50)		ANTH (35-100)
Summary of Results from all Laboratories				
Type One Asbestos	AMOS	CHRY		ANTH
Type One Mean	11.5	22.0		53.7
Type Two Asbestos	CHRY			
Type Two Mean	14.8			
Type Three Asbestos				
Type Three Mean				
Other Asbestos Types Reported in Sample	ACTN, ANTH, CROC	AMOS, ANTH, CROC, TREM		ACTN, AMOS, CHRY, TREM

ACTN=Actinolite
AMOS=Amosite
ANTH=Anthophyllite

CHRY=Chrysotile
CROC=Crocidolite
TREM=Tremolite

CELL=Cellulose
FBGL=Fiberglass/Mineral Wool
SYNT=Synthetic

ACID = acid-soluble fraction, including but not limited to, calcite, gypsum, dolomite, magnesite, hydromagnesite, anhydrite, and bassanite
MICA=Micaceous Material
OTHR=Other

Round Status: P=Pass F=Fail TE = Temporarily Excused

Program Status: P=Proficient NP=Nonproficient NA = Not Applicable

Certificate No: 5LM08111101H

Expiration Date: August 11, 2012

This is to certify that
Jacob Martin Sr.
has attended and successfully completed an
**ASBESTOS INSPECTOR
INITIAL TRAINING COURSE**

permitted by
the State of Minnesota under Minnesota Rules 4620.3702 to 4620.3722
and meets the requirements of
Section 206 of Title II of the Toxic Substances Control Act (TSCA)
conducted by

Lake States Environmental, Ltd.

**White Bear Lake, MN on August 9 - 11, 2011
Examination Date: August 11, 2011**

Lake States Environmental, Ltd
P. O. Box 645, Rice Lake, WI 54868
(800) 254-9811


Training Instructor



ASBESTOS
INSPECTOR

Certified by:
State of Minnesota
Department of Health
Expires: 08/11/2012
Jacob M Martin
1933 Glenwood Pkwy
Golden Valley, MN 55422

Frank J. Balcer
Director, Env. Health Div.

No. A19050

Issued: 09/09/2011

Color and Material Schedule

Project Address:		768 Rose				
Contractor:						
	Location	Description	Manufacturer	Finish	Color	Notes
Lighting	Living Room	Semi-flush Ceiling 3 light	Royce Lighting, Valhalla collection RSF2247/3-46	Heirloom bronze		
	Kitchen, Bedrooms, Hallway	Flushmount Ceiling 3 light	Royce Lighting, Valhalla collection RFM2247/3-46	Heirloom bronze		
	Bathroom	1-Light Vanity (2 thus)	Royce Lighting, Valhalla collection RW2247	Heirloom bronze		
	Dining Room	5 Light Chandelier	Royce Lighting, Valhalla collection RC2247B/5-46	Heirloom bronze		
	Kitchen sink/soffit, Bedroom 1 Closet	Flushmount Ceiling 1 light	(Kitchen sink/soffit, Bedroom 1 closet): Patriot Lighting GLC2301-ORBES-1	Rubbed Bronze		
	Garage and Side Door	Motion Detector Sconce Light	Heath/Zenith Shaker Cove Mission Estar SL-4135-OR	Oil-rubbed bronze		
	Front porch ceiling	Flushmount Ceiling 1 light	Westinghouse lighting ceiling light 6682300	Black		
	Outlet and Switchplate Covers				white	
	Kitchen	Kitchen Faucet	Moen 7825	bronze		
	Kitchen	Kitchen Sink	Moen 2212	stainless		
Plumbing Fixtures	Bathroom	Bathroom Faucet	Moen CA84002BRB	bronze		
	Bathroom	Recessed Oval Bowl Vanity Top	Imperial Marble		matte white, no veining	
	Bathroom	Tub/shower	To be determined		white	
	Bathroom	Tub/shower faucet/showerhead	Moen 82008BRB	bronze		
Casework and Furnishings	Kitchen	Kitchen Cabinets	Mid-Continent Lewis or Schrock Huxley		cider/ wheatfield	
	Kitchen	Kitchen Cabinet Hardware	Hickory Hardware Model P310z-OBH on doors, Hickory Hardware Model P3104-OBH on drawers	bronze		
	Kitchen	Kitchen Counter Top	WilsonArt		4904 Desert Springs	
	Bathroom	Bathroom Vanity	Pace Meadowood Maple MDW-3621	maple		
	Bathroom	Medicine Cabinet	Pace SMC-2530	maple		
	Bathroom	Toilet Topper	N/A			
	Bathroom	Towel Bar	Moen Sage Series DN6818ORB	bronze		
	Bathroom	Towel Ring	Model Sage Series DN6818ORB	bronze		
	Bathroom	Toilet Paper Holder	Moen Sage Series DN6808ORB	bronze		
	Bathroom	Curved Shower Rod	Moen Sage Series DN2160ORB	bronze		
	Walls Throughout (except where noted otherwise)	Wall Paint	Sherwin Williams	flat		Wool Skein 6148
	Walls Living Room	Wall Paint	Sherwin Williams	flat		Accessible Beige 7039
	Walls Bathroom	Wall Paint	Sherwin Williams	eggshell		Silvermist SW7621
	Ceiling Throughout (except kitchen and bathroom)	Ceiling Paint	Sherwin Williams	flat		Ceiling White
	Ceiling Kitchen and Bath	Ceiling Paint	Sherwin Williams	eggshell		Ceiling White

Coatings	Trim Throughout	Paint (in rooms where previously painted ONLY)	Sherwin Williams		semi-gloss	High Reflectance White SW 7757	In rooms where previously painted ONLY. In rooms with stained trim, stain/refinish to match existing.
	Interior doors	Paint (in rooms where previously painted ONLY)	Sherwin Williams		semi-gloss	High Reflectance White SW 7757	In rooms where previously painted ONLY. In rooms with stained trim, stain/refinish to match existing.
	Interior side of exterior doors	Paint	Sherwin Williams		semi-gloss	"Portico" 4548	
	Exterior side of exterior doors	Paint	Sherwin Williams		semi-gloss	"Portico" 4548	

Flooring	All rooms with hardwood floor	Patch wood flooring	To match existing		stain to match existing
	Kitchen, Front Porch, Rear Entry	Ceramic tile	American Olean Shadow Bay		Beach Sand SH51
	Bathroom	Ceramic Tile floor	American Olean Unglazed Colorbody mosaic 1x2 and 1x1 mosaic, two color windmill pattern	matte	Salt and pepper (1x2) and Black (1x1)
	Bathroom	Ceramic Tile wall	American Olean Profiles 3x6 wall tile and base	gloss	white
	Bedroom 1 closet	Vinyl plank	Tarkett Solutions		Bayfield Walnut
Appliances	Kitchen	Range	Frigidaire FFEF3043LS		stainless
	Kitchen	Microhood	Frigidaire FFMV162LS		stainless
	Kitchen	Refrigerator	Frigidaire FFHT2126LS		stainless
	Kitchen	Dishwasher	Frigidaire FGHD2465NF		stainless
	Basement	Washer	Frigidaire FAFW3801LW		white
	Basement	Dryer	Frigidaire FAQG7001LW		white
Doors	Front Entry	Steel Entry Door	Feather River Door, Rochester style A73190		see painting
	Garage Overhead Door	Overhead Door	TBD		White
	Garage	Steel Entry Door	MastercraftE-1		see painting
	Storm doors	Prefinished Storm Door	Larson Lakeview full lite at front porch, half lite at rear entry		Black
	Interior doors	Interior Door	At replacement /new doors: 2 panel door to match existing	aged bronze	stain to match existing
	Exterior Door Hardware		Camelot/Avanti, Schlage 221-409	aged bronze	
Exterior Finishes	Interior door hardware		Schlage Avanti 221-389		
	House Siding	Paint	Sherwin Williams		"Retreat" 6207
	Garage Siding	Paint	Sherwin Williams		"Retreat" 6207
	Roof	Shingle color	GAF		Charcoal
	Painted trim at garage	Paint	Sherwin Williams		"Tricom Black" 6258
					interior to be stained or painted to match other woodwork in room
	Windows (House)	Clad Aluminum	Marvin		White
	Garage Windows	Vinyl	TBD		White
	Storm windows	Prefinished Aluminum	Larson		White
	Metal-wrapped trim	Aluminum wrap	To match existing		Black
	Soffit/Fascia	Aluminum color	Alside		White
	Front and rear entry door, Garage service door	Paint	Sherwin Williams		"Portico" 4548
	Gutters/Downspouts	Aluminum color	Alside		White

Minimum Contractor Qualifications for NSP Homes

Revised November 23, 2011

The Neighborhood Stabilization Program seeks to rehabilitate vacant housing or construct new housing on vacant lots within targeted areas of the City of St. Paul. Please note the following minimum qualifications that apply to all bidders. The City of St. Paul HRA reserves the right to check the qualifications of contractors for each NSP house; previous experience working on an NSP home, for the City of St. Paul, or for the City of St. Paul HRA will not automatically result in a determination of a contractor as qualified.

Quality Workmanship and Qualifications

- Three references from jobs with similar work (include on Contractor Qualification form)
- 2 financial references (include on Contractor Qualification form)
- At least 2 years of experience as a General Contractor (HRA will verify)
- Review of standing with Secretary of State, Federal Disbarment list, City of St. Paul disbarment list, Department of Labor and Industry, Better Business Bureau (HRA will verify)
- Houses with historic features or located within a historic district may require demonstration of quality workmanship for historic renovation at the discretion of HRA staff.

Financial Capacity

- Demonstrated ability to pay 2 months of construction costs for each NSP project awarded (these amounts are added together if more than one project is under construction). For a 120 day project, the contractor shall demonstrate the ability to pay 50% of bid amount. For a 90 day project, the contractor shall demonstrate the ability to pay 65% of bid amount. Demonstration can be in the form of:
 - Line of credit from banking or lending institution
 - Cash balances in bank or retirement accounts

Ability to Perform

- Up-to-date submittals to Affirmative Action, Section 3, and Vendor Outreach programs.
- Adherence to timelines confirmed from professional references.
- Use of certified subcontractors for environmental remediation
 - Insulation: contractor must be on Xcel Energy approved contractor list
 - Asbestos: contractor must be certified for asbestos removal by the State of Minnesota
 - Lead: either general contractor or subcontractor must be certified for lead abatement by the State of Minnesota
 - Radon: contractor must be on Minnesota Department of Health approved radon mitigation list

Bid Award Policy

- Contractors that meet the criteria for qualification above, yet have not worked on an **NSP** project previously will initially be awarded one house, even if the contractor is low bidder for more than one house. Once the contractor demonstrates quality workmanship, financial capacity, and ability to perform timely completion, they may be awarded more than one house at the same time for subsequent bids on a case-by-case basis.

Other Qualifications

- Each property has its own unique characteristics and challenges. Variables include items relating to environmental conditions, historic nature of structures, etc. Depending on the specific property, there may be other qualifications needed by the bidder which will be specified by the City/HRA in its request for bids.

This notice may be amended from time to time at the discretion of the City/HRA.

Weather Conditional Work Policy for NSP Homes

Revised November 16, 2011

Section 302 of the Construction Contract between the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota (HRA) and the general contractor (Contractor) provides for an exception to the timely requirement of Final Completion because of conditions related to weather, season of the year and unavailability of materials. The purpose of this Policy is to provide guidance to Contractors as to what constitutes “season of the year” conditions and what steps the contractor must take to qualify for this exception. This Policy does not limit the obligations of the Contractor to fully and timely perform its contractual obligations to the HRA nor does it limit the rights and remedies available to the HRA for a Contractor’s failure to fully perform its contractual obligations in a timely fashion.

The HRA recognizes that there are weather related exterior items that cannot be completed due to winter conditions (“Winter Work”), including but not limited to:

- Exterior painting
- Sod
- Foundation plantings
- Raingarden installation
- Concrete sidewalks, steps, landings, curbs, and garage slabs
- Asphalt driveways

The HRA defines winter conditions as “temperatures consistently below a high of 50 degrees Fahrenheit.” Winter conditions are typically in effect from November 15th through April 15th each year, although there is potential for an earlier or later start and end date depending on actual weather conditions. In the case of NSP homes where a notice to proceed is issued between October 1 and February 28, the time parameter of winter conditions could mean that the entire timeline for construction completion (typically 90-120 days) is within winter conditions.

It is the responsibility of the Contractor to communicate about exterior line items in the scope of work that are Winter Work as a component of the timeline submission required prior to issuance of a notice to proceed. Contractors are also responsible for ensuring that all Winter Work is completed within the manufacturer’s or industry standard’s recommended temperature range. The Contractor is responsible for prioritizing Weather Related Work when winter conditions are not present, in order to complete the house within the construction timeline whenever possible. HRA’s objective is to ensure that remodeling work on NSP projects is substantially complete within the timeline for construction completion (90-120 days) so that the project can be issued a Certificate of Code Compliance and sold to a homeowner or leased to a tenant. The Contractor is responsible for ensuring that temporary, structurally sound solutions are implemented when weather related work will affect the ability to secure a Certificate of Code Compliance.

In the event that winter conditions are present throughout the 120 day construction contract period, the HRA will escrow one and one half times (1-1/2 times) the cost for Winter Work per section 301 of the HRA construction contract, to be completed within 30 days of the end of winter conditions.

For example:

Frosty Contracting is the low bidder for the NSP home.

Bid award:	November 15 th
Notice to proceed:	December 1 st
Completion Date:	March 30 th

Winter conditions:	November 1st through May 1st
---------------------------	---

Total Bid amount:	\$100,000
Winter work identified by Frosty:	\$2,000 of concrete work
	\$2,000 for foundation planting/rain gardens
	<u>\$1,000 for sod</u>
	\$5,000 total winter work

In this scenario, Frosty Contracting would need to take the following actions:

- Notify his/her HRA project manager prior to the issuance of a notice to proceed that there are \$5,000 of Winter Work items
- Provide temporary code compliant steps into the house and provide mulch or straw to cover bare soil on the site.
- Coordinate with the HRA and new homeowner living in the house prior to beginning winter work.
- Complete the Winter Work 30 days from the date that winter conditions end (in this case, May 1st – May 31st).

All other work on the house is expected for completion in March. The lead clearance test, NEC inspection, building permit sign off, warranty information, and code compliance certification would all be provided in March and the construction contract deemed substantially complete. Upon final payment, 150% of the cost of Weather Related Work (in this case, \$7,500) would be held in escrow; Frosty Contracting would be paid the remaining \$92,500 of the contract. In the event that Frosty Contracting does not complete Winter Work 30 days from the end of winter conditions, the HRA reserves the right to hire a new contractor and use the escrowed funds (\$7,500 in this scenario) to complete the Winter Work.

Any questions relating to this Policy and specific projects should be directed to the HRA's project manager for the home.

BID PROJECT MANUAL

SECTION II: INDEX

Compliance and Bidding Requirements

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INSURANCE

To participate in the NSP Rehabilitation Project, Contractors must provide a Certificate of Insurance from their insurance carrier, certifying the Contractor's firm has insurance in force with at least the following types and minimum amounts of coverage. The certificate must be endorsed to provide that the policies will not be cancelled or changed until 30 days after written notice has been delivered to the CDC. The HRA must be named as additional insured on the certificate, using the language in the SAMPLE insurance certificate, attached.

A. The Contractor:

The Contractor shall furnish the HRA with Certificates of Insurance evidencing compliance with this Section, which certificates shall become part of this Agreement. The Contractor shall be required to carry insurance with at least the following types and minimum amounts of coverage.

The Contractor shall furnish a Certificate of Insurance showing same to be in effect before proceeding with the work. The HRA shall not be obligated to honor payment requests at any time when the coverages required by this Agreement are not in force.

Per occurrence or aggregate limits can be met through purchase of an umbrella or excess policy.

B. Comprehensive General Liability in the amount **\$1,500,000 per occurrence, \$2,000,000 aggregate.** General Liability insurance must be written to include owner's contingent or protective liability coverage. Minimum coverage shall include the following:

\$1,500,000.00 Each Occurrence
\$2,000,000.00 Aggregate Limit

General liability shall provide all of the following additional coverages:

- a. Products/Completed Operations
- b. Personal and Advertising Injury Liabilities (Perils A, B, C)

C. Automobile Liability, including Owned, Hired & Non-Owned Combined single limit.

- a. Bodily Injury (Per Person) \$100,000.00
- b. Bodily Injury (Per Accident) \$300,000.00
- c. Property Damage \$100,000.00
- Or
- d. Combined Single Limit (CSL) \$1,000,000.00

D. Workers' Compensation including Employer's Liability:

- a. Worker's Compensation per Minnesota Statutes
- b. Employer's Liability:
 - \$500,000 each accident
 - \$500,000 each employee
 - \$500,000 each disease

E. Notice of Cancellation: Each insurance policy shall contain a provision requiring ten (10) days written notice of cancellation or change of the policy to the HRA.

F. Additional Insureds on General Liability and Automobile Insurance: The HRA and City of St. Paul must be named as additional insureds on General Liability and Automobile insurance policies. All Certificates of Insurance shall contain a statement that *"each coverage afforded to the St. Paul HRA and the City of Saint Paul as an additional insured under this policy expressly includes the duty to defend and the duty to indemnify."*

The HRA's and City's address is:
St. Paul HRA / City of St. Paul
c/o NSP Rehab Program
25 West 4th Street, 1100 CHA
St. Paul, MN 55102

A sample Insurance Certificate is available from the HRA upon request for forwarding to the insurer and the language and limits must be followed exactly to be accepted.

G. Builder's Risk Insurance is not required of the Contractor; Insurance for Contractor's equipment and materials is required.

The HRA will carry fire and extended coverage insurance (Builder's Risk) on the property. It is the responsibility of the Contractor however to carry insurance to cover tools, equipment or materials stored in or on the property and owned by the Contractor. The Contractor is also required to carry insurance at contractor's expense to cover materials, products, etc. delivered to the property but not yet installed.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		Date (MM/DD/YY) 07/01/07
PRODUCER Insurance Provider 100 Insurance Lane Saint Paul, MN 55100		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED Organization Organization Address Saint Paul, MN 55100		
		INSURERS AFFORDING COVERAGE
		INSURER A: Insurance Co. ABC
		INSURER B:
		INSURER C:
		INSURER D:
		INSURER E:

COVERAGES THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS		
A	GENERAL <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	Note: Contractor's insurer must follow Contract General Conditions Article 8.2 for required coverages.	07/01/10	07/01/11	EACH OCCURRENCE	\$ 1,500,000.	
	DAMAGE TO RENTED PREMISES (each occurrence)				\$		
	MED EXP (Any one person)				\$		
	PERSONAL & ADV INJURY				\$ 1,		
	GENERAL AGGREGATE PRODUCTS - COMP/OP AGG				\$ 2,		
GEN'L AGGREGATE LIMIT APPLIES PER:					Minimum of \$1,500,000 per occurrence and \$2,000,000 aggregate		
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		07/01/10	07/01/11	COMBINED SINGLE LIMIT (each accident)	\$ 1,000,000	
	BODILY INJURY (Per person)				\$ 100,000		
	BODILY INJURY (Per accident)				\$ 300,000		
	PROPERTY DAMAGE (per accident)				\$ 100,000		
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$	
	OTHER THAN AUTO ONLY: EA ACC AGG				\$		
	EACH ACCIDENT				\$		
	AGGREGATE				\$		
A	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE	\$	
	AGGREGATE				\$		
					\$		
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				<input checked="" type="checkbox"/> WC STATUTORY LIMITS	<input type="checkbox"/> OTHER	
	E.L. EACH ACCIDENT				\$ 500,000		
	E.L. DISEASE - EA EMPLOYEE				\$ 500,000		
	E.L. DISEASE - POLICY LIMIT				\$ 500,000		
	THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE	INCL EXCL	Include additional indemnification language				
	OTHER						

DESCRIPTION OF OPERATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS The certificate holder is Additional Insured as respects contractual agreement with Named Insured. Each coverage afforded to the St. Paul HRA and City of St. Paul as an Additional Insured under this policy expressly includes the Duty to Defend and Indemnify.	
CERTIFICATE HOLDER St. Paul Housing and Redevelopment Authority c/o NSP Rehab Program 25 West 4 th Street, 11th Floor Saint Paul, MN 55102	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
Certificate endorsed to provide that policies are not cancelled / changed until 10 days written notice to HRA.	

B2Gnow/LCP tracker

CONTRACT COMPLIANCE MONITORING SYSTEM September 2009

In an effort to assist contractors in their compliance with legal and contractual requirements, the City of Saint Paul (“City”) and the Housing and Redevelopment Authority (“HRA”) has instituted an online contract compliance monitoring system. The system was designed to help reduce the contractor’s administrative costs and to provide various work-flow automation features that improve the project reporting process, as well as to assist the City in more efficient monitoring of data provided.

Beginning in October 2009, this online system will begin to be phased-in on City and HRA projects. The prime contractor and all participating subcontractors awarded contracts as a result of this bid process are to be aware that they may be required to use the secure web-based system to submit project information, including, but not limited to, monthly progress payment reports including payrolls and other data including Vendor Outreach goals if applicable. The City and the HRA may also require additional information related to the contract to be provided electronically through the system at any time, before, during or after the contract is finalized.

The Contract Compliance Monitoring Software selected is **B2Gnow/LCPtracker** and has been designed to streamline the reporting process, reduce or eliminate paperwork, and assist contractors and subcontractors in complying with the program’s reporting requirements. Utilizing this software has been shown to reduce the amount of time currently required to submit hard copy documentation and is provided for use by contractors and subcontractors at no cost.

Procedural differences between the previous conventional reporting and the new web-based system include:

- Progress payment status reports will be submitted via the web-based system.
- Paper copies will no longer be required.
- Contractors will be required to enter data for payments made to subcontractors and subcontractors will be required to enter data for payments received into the web-based system. Information regarding accessing the system will be provided to the contractor’s designated point of contact during the pre-construction conference. The prime contractor and all subcontractors are responsible for responding by any noted due date to any instructions or requests for information and for checking the **B2Gnow/LCPtracker system** on a regular basis to manage contact information and contract records.

The prime contractor will be responsible for ensuring all subcontractors have completed all requested items and that their contact information is accurate and up-to-date. Training sessions on the new web-based compliance monitoring system will be available for Contractors and assistance will be given by City and HRA staff as needed.

VENDOR OUTREACH PROGRAM

DEPARTMENT OF HUMAN
RIGHTS AND EQUAL ECONOMIC
OPPORTUNITY



CITY OF SAINT PAUL
Christopher B. Coleman, Mayor

290 City Hall
15 West Kellogg Boulevard
Saint Paul, MN 55102-1681

Telephone: (651) 266-8903
Facsimile: (651) 266-8919
TDD: (651) 266-8977

Date: May 11, 2010

To: Contractors on NSP Projects

Re: Vendor Outreach Program Goals on Development Projects

Chapter 84 of the Saint Paul Administrative Code (the Vendor Outreach Program) sets the City's policy for helping minority-owned, women-owned, and small businesses (MBEs, WBE, SBEs) participate in City contracts. It is a comprehensive policy and includes a broad range of contracting activities associated with City Development projects. The same rules apply to the City's HRA contracts as well. The specific expectations for development projects are outlined below to help navigate you thru the process.

Vendor Outreach Goal

In accordance with Chapter 84, the City has established the following Vendor Outreach goals for the utilization of MBEs, WBEs, and SBEs:

25% SBE - The City is further asking each developer to make a good faith effort to allocate a portion of the 25% goal as follows:
5% MBE, and 10% WBE

These goals will be applied to **total development costs for each project**, including both construction and non-construction contracts and subcontracts. (Some examples of non-construction areas are design, engineering, legal, marketing, realtor services, interior decorating, and consulting.)

The City's definition of a good faith effort is contained in Section 84.08 of the VOP ordinance. It appears at the end of this document.

Chapter 84 requires that certified MBEs, WBEs, and SBEs be used to meet City goals. To be eligible for the Program, businesses need to demonstrate that they are owned and controlled by minorities, women or meet certain revenue guidelines. The City has a joint certification program along with the City of Minneapolis, Hennepin County, and Ramsey County.

A current directory of all certified vendors can be downloaded from the following web site:

www.govcontracts.org

You may also contact the City's Vendor Outreach Program Coordinator for assistance in identifying certified vendors:

Stephanie Selb, Vendor Outreach Program Coordinator
(651) 266-8900
stephanie.selb@ci.stpaul.mn.us

You may also contact Stephanie if you identify vendors of interest who are not certified. She will work with you to get them certified.

Reporting

You must report the specific good faith efforts you are making to achieve the Vendor Outreach Goals, and identify the certified vendor you are using to meet the goals. Complete the attached *Vendor Outreach Goal Status Report* and return it to:

Stephanie Selb, Vendor Outreach Coordinator,
Dept. of Human Rights & Equal Economic Opportunity,
Room 280 City Hall/Courthouse,
15 W Kellogg Blvd, Saint Paul, MN 55102.
Phone: (651) 266-8900 stephanie.selb@ci.stpaul.mn.us.

Failure to document and report your efforts in achieving these goals may have an adverse effect on your ability to do business with the City of Saint Paul in the future and will constitute a default under your agreement with the City/HRA.

If you have any questions about any of the information provided here, your Project Manager or Stephanie Selb will be happy to help you.

By signing below, you acknowledge that you have been notified of the Vendor Outreach Goals for this project, and agree to comply with the requirements of the Program.

Contractor

Date

Project: _____

**City of Saint Paul
Vendor Outreach Program
Good Faith Effort Standards**

Excerpted From Chapter 84 of the Saint Paul Administrative Code

Sec. 84.08 Prime contract bid requirements

(C) Outreach requirements. The following steps are required for compliance with the outreach requirements of the vendor outreach program in this section 84.08.

- (1) List each possible subcontract opportunity in the prime contract, indicating where possible the SIC Code of such work, seeking the assistance of the manager in ascertaining such subcontract opportunities.
- (2) Obtain a current list of certified SBEs, MBEs, and WBEs from the manager, which list shall contain where available the applicable SIC Code or codes for such businesses.
- (3) Attend all pre-bid conferences to obtain information about the vendor outreach program, the levels of participation of certified SBEs, MBEs, and WBEs, and the outreach requirements herein.
- (4) Request assistance from minority and women community organizations, minority and women contractor groups, or other organizations that provide assistance in the recruitment and placement of SBEs, MBEs, and WBEs.
- (5) Obtain a current list of minority and women publications from the manager.
- (6) Solicit bids from certified SBEs, MBEs, and WBEs, which have been identified as being available and capable of performing the necessary work, for the subcontracts within the prime contract at least ten (10) days prior to bid opening, by phone, advertisement in a local paper and the relevant minority publications on the list obtained from the manager, or other means specified by the manager, by written notice to the bidder. The bidder for the prime contract must solicit bids from a minimum of five (5) such certified businesses for each subcontract within the prime contract, by SIC Code where available and applicable. If the applicable certified list, using the SIC Code or codes where available, is five (5) or fewer, such bidder must contact the entire list.
- (7) Provide plans and specifications or information regarding the location of plans and specifications to certified SBEs, MBEs, or WBEs
- (8) Where applicable, advise and make efforts to assist interested SBEs, MBEs, and WBEs to obtain bonds, lines of credit, or insurance required to perform the contract.
- (9) Submit documentation if bids from certified SBEs, MBEs, or WBEs were rejected, giving the complete basis for the rejection and evidence that the rejection was justified.

(10) Bidders on prime contracts who continuously list the same certified SBEs, MBEs, and WBEs as having been contacted and listed as unavailable, when contact has previously been unsuccessful as a result of disconnected phone numbers or returned mail, will not be deemed to be in compliance with the outreach requirements.

(D) *Alternative compliance.* Notwithstanding the foregoing, a bidder on a prime contract shall be deemed to have complied with the above outreach requirements of the vendor outreach program, if such a bidder submits evidence with its prime contract bid documents that it has already entered into binding contracts with certified subcontractors whose contract dollar amounts meet the levels of participation established for that prime contract. A subcontractor is certified for the purpose of this subsection if it is certified before the award of the contract. If such bidder submits the name of a proposed subcontractor to satisfy this program, and the subcontractor is not certified before the award of the bid, the dollar amount of that subcontract will not be counted in determining the level of participation of certified SBEs, MBEs, and WBEs, and the bid may be rejected as being unresponsive if the bidder has not otherwise complied with the above outreach program requirements of the vendor outreach program as required by this section 84.08. Bidders shall not count toward the desired level of participation any agreements with businesses that are not located within the marketplace otherwise do not meet the guidelines as set forth in this ordinance. The bidder may include first and second tier subcontractors and suppliers as meeting the desired levels of participation.

Vendor Outreach Goal Status Report Saint Paul Vendor Outreach Program

Project: _____

Date of this Report: _____

HRA / CDC: _____

Form submitted by: _____

Phone: _____

CDC PM: _____

The purpose of this form is to document your efforts to comply with the Vendor Outreach Program requirements.

In the space provided below, please describe the actions you have taken towards meeting the Vendor Outreach Goal for this project: (Attach additional sheets if needed.)

For questions on this form, contact Stephanie Selb, Vendor Outreach Coordinator, Dept. of Human Rights & Equal Economic Opportunity, Room 280 City Hall/Courthouse, 15 W Kellogg Blvd, Saint Paul, MN 55102. Ph: (651) 266-8904, fx: (651) 266-8919.

Total Development Cost: \$ _____

Total Business Opportunities: \$ _____

Vendor Outreach Goal: ____ % (____ % MBE, ____ % WBE and ____ % SBE)

Utilization to date: ____ % MBE ____ % WBE ____ % SBE

Outreach/networking with potential certified subcontractors:

Bid/award activity:

1. Number of bids sent out (attach bid list)
2. Advertising or other recruitment information
3. Due date of responses
4. Number of responses received
5. List of awarded subcontractors (including dollar amounts)
6. List of rejected subcontractor bids

Other activities:

AFFIRMATIVE ACTION



CITY OF SAINT PAUL
Christopher B. Coleman, Mayor

*280 City Hall/Court House
15 West Kellogg Boulevard
Saint Paul, MN 55102-1681*

*Telephone: (651) 266-8900
Facsimile: (651) 266-8919*

**AFFIRMATIVE ACTION/EQUAL EMPLOYMENT OPPORTUNITY
CONTRACT SPECIFICATIONS**

These **AFFIRMATIVE ACTION/ EQUAL EMPLOYMENT OPPORTUNITY CONTRACT SPECIFICATIONS** shall apply to all contractors on all City contracts. Contractors shall include these specifications in all lower tier contracts on all City contracts.

1. Every contractor or subcontractor whose total accumulated contract awards from the City of Saint Paul over the preceding twelve months have met or exceeded \$50,000 must complete and submit to the Department an Affirmative Action Program Registration form. The contractor must certify that it has developed and is implementing an effective Affirmative Action Program which is substantially similar to the Department's Model Affirmative Action Program. Once the Affirmative Action Program Registration is completed and accepted by the Saint Paul Human Rights And Equal Economic Opportunity Department, the contractor will be notified by letter. Registration is valid for two (2) years, during which time the contractor may be selected for a compliance review. At the end of the two-year period, the contractor must complete and submit a new Registration form.
2. The contractor shall implement the specific equal employment opportunity/affirmative action provisions outlined in paragraphs 3(A) to 3(G) of these Specifications and all the provisions of their Affirmative Action Plan.
3. The contractor shall take specific action to ensure equal employment opportunity. The evaluation of the contractor's compliance with these specifications must be based upon its effort to achieve maximum results from its actions. The contractor shall document these efforts fully and shall implement affirmative action steps at least as extensively as the following:
 - A. Designate a responsible official to monitor the employment related activity to ensure that the contractor's Equal Employment Opportunity Policy and Affirmative Action Plan are being implemented, to keep appropriate records, and to submit reports relating to the provisions hereof as may be required by the Saint Paul Human Rights And Equal Economic Opportunity Department.
 - B. Make every good faith effort to maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The contractor shall specifically ensure that all lead supervisors, superintendents, and other on-site supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minorities, women, and individuals with disabilities working at such sites or in such facilities.

- C. Establish and maintain a face-to-face relationship with recruitment sources for minorities, women, and individuals with disabilities. Contractors must document meetings and telephone contacts with recruitment sources. Provide written notification to recruitment sources for minorities, women, and individuals with disabilities and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
 - D. Disseminate the contractor's equal employment opportunity and affirmative action (EEO/AA) policy by providing a copy of the policy to all applicable unions and training programs. Request the cooperation of unions and training programs in assisting the contractor in meeting its equal employment opportunity obligations. Include the EEO/AA policy in all policy manuals and collective bargaining agreements. Publicize the EEO/AA policy in the company newspaper or annual report. Review the policy with all employees, including management personnel at least once a year. Post the EEO/AA policy on bulletin boards or other places accessible to all employees at each location where work is performed. Distribute the EEO/AA policy to all employees, including temporary, seasonal, and part-time employees and to all independent contractors.
 - E. Review, at least annually, the contractor's equal employment opportunity policy and affirmative action obligations with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
 - F. Direct its recruitment efforts, both oral and written, to community organizations oriented toward minorities, women, and individuals with disabilities, to schools with significant numbers of students who are minorities, women, and individuals with disabilities, and to recruitment and training organizations oriented toward minorities, women, and individuals with disabilities serving the contractor's recruitment area and employment needs.
 - G. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have discriminatory effect. Continually monitor all personnel and employment related activities to ensure that the equal employment opportunity policy and the contractor's obligations under these specifications are being carried out.
- 4. The contractor, in fulfilling its obligations under these Specifications, shall implement specific affirmative action steps, at least as extensively as those standards prescribed in paragraph 3(A) to 3(G) herein, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of Section 183 of the Saint Paul Legislative Code, its implementing rules, or these Specifications, the Director may proceed with appropriate sanctions, including: suspension, termination, and cancellation of existing contracts.
 - 5. The contractor shall not enter into any contract with any person or firm debarred from government contracts under section 183 of the Saint Paul Legislative Code, Chapter 139 of the Minneapolis Ordinances, the federal Executive Order 11246, or whose state certificate of compliance has been suspended or revoked pursuant to Minnesota Statutes, Section 363.073.
 - 6. The contractor shall implement such sanctions for subcontractors' violations of these Specifications, including: suspension, termination, and cancellation of existing contracts as may be imposed or ordered pursuant to Section 183 of the Saint Paul Legislative Code and its implementing rules. Any

contractor who fails to implement such sanctions shall be in violation of these Specifications and Section 183 of the Code.

SUPPLEMENTAL CITY EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION CONTRACT SPECIFICATIONS FOR CONSTRUCTION CONTRACTS

7. The following Supplemental EEO/AA Specifications shall apply to all contracts for construction work on all City-assisted contracts. All contractors shall include these Supplemental EEO/AA Specifications for construction contracts in all lower tier contracts for construction work.
8. The utilization goals set forth below for City-assisted construction projects of \$50,000 or more are expressed as a percentage of the total hours performed by minority and female construction workers:
 - 6 % Female work hours
 - 11 % Minority skilled craft and operative hours, and
 - 11 % Minority laborer hours
9. After the contract has been awarded, but before construction begins, all contractors that have been selected to work on the project will be required to meet in a Pre-Construction Conference with the Human Rights Specialist that has been assigned to monitor the project. This conference will be held to discuss the utilization goals for minority and women, how the goals will be met, and any problems that may affect the project's ability to achieve the goals.
10. Every contractor must submit the Identification of Prime Contractors, Subcontractors and Major Material Supplier Form (CPF-3). The names, addresses, telephone numbers, start date, completion date and nature of work must be listed for the contractor, as well as all lower tier contractors (including material suppliers).
11. All contractors must complete and submit to the Human Rights Specialist the Project Employment Utilization (PEU) form indicating the total number of project work hours they anticipate it will take to complete their portion of the work on the construction project, the total women work hours, total skilled work hours, total minority skilled work hours, total laborer work hours, and the total minority laborer work hours. All contractors must indicate on the bottom of the PEU form if they will meet the goals through their internal work force or by hiring additional employees. If they are unable to meet the goals, they must indicate the reason at the bottom of the PEU form. These forms must be submitted to the Saint Paul Department of Human Rights And Equal Economic Opportunity before the start of the project.
12. All contractors performing work on a construction project must submit Monthly Employment Utilization (MEU) reports to the Saint Paul Department of Human Rights And Equal Economic Opportunity by the 7th of every month. These reports must indicate (1) the number of minority and female work hours performed on site, and (2) the number of minority and female construction workers on site each month. The contractors must also respond to the related data requested on the back of the form. The MEU forms must be collected and summed by the Prime Contractor every month. The Prime Contractor's monthly summaries must be cumulative, showing all subcontractors and work hours performed on site from the project start to date. The MEU summary spreadsheet and the monthly spreadsheet must be submitted to the Department by the 7th of each month.
13. Should the contractor fail to make every good faith effort to meet the goals for participation of women and minorities set forth in these Specifications, the Director may take appropriate measures

to sanction the contractor pursuant to these specifications and Section 183 of the Saint Paul Legislative Code.

Revised 03/16/2009



CITY OF SAINT PAUL

Christopher B. Coleman, Mayor

AFFIRMATIVE ACTION PROGRAM REGISTRATION

We hereby certify that we have developed and are implementing over the next two years an effective Affirmative Action Program which complies with Section 183.04 of the Saint Paul Legislative Code (Human Rights Ordinance) and the Rules Governing Affirmative Requirements in Employment. Our AAP includes, but is not limited to, the provisions listed below:

DISSEMINATION OF AA/EEO POLICY STATEMENT

1. The policy statement and non-discrimination posters will be permanently posted and conspicuously displayed in areas available to employees and applicants for employment. All employees and contractors will be furnished a copy of the AA/EEO policy statement. This policy will be made available to all employees including part-time, temporary or seasonal.
2. We will include the statement "Affirmative Action, Equal Opportunity Employer" on company letterhead, employment applications, contracts and subcontracts, and in advertisements recruiting employees and contractors.
3. We will include non-discrimination clauses in all union agreements, and we will review all contractual provisions to ensure that they are non-discriminatory. We will inform all union officials of the AA/EEO policy and request their cooperation.
4. We will personally meet with women, minority and people with disabilities recruitment resources and, if applicable, with labor union representatives. We will utilize women, minority and people with disabilities media resources. We will inform the recruitment and media resources, and labor union representatives, of our AA/EEO policies and encourage them to actively recruit and refer minorities, women, and people with disabilities, in order to assist us in achieving our affirmative action goals.
5. We will include the Saint Paul Affirmative Action/Equal Employment Opportunity Contract Specifications in all bid specifications and contracts on City of Saint Paul-assisted contracts. We will include these Contract Specifications in all lower tier contracts for materials and construction work on City-assisted contracts.

RECRUITMENT OF EMPLOYEES

1. All solicitations and advertisements for employees placed by us or on our behalf will state that we are an Affirmative Action, Equal Opportunity Employer. Copies of advertisements for employees will be kept on file for review by the Saint Paul Department of Human Rights and Equal Economic Opportunity.

2. We will meet with and use, and encourage our subcontractors to meet with and use, agencies and organizations which refer women, minorities and people with disabilities, such as the employment recruitment resources provided by the Department.

UNDERUTILIZATION ANALYSIS & GOALS AND TIMETABLE

1. We will conduct an analysis of our employee workforce to determine present levels of employment of women, minorities, and people with disabilities in our workforce to identify areas of underutilization of such persons and to determine the causes of such underutilization. We will maintain a statement of the goals and timetables to remedy any underutilization of women, minorities and people with disabilities.
2. We will set an employment goal of 10% people with disabilities for our non-construction workforce.

AGREEMENT

1. We agree to maintain a current effective Affirmative Action Program (AAP), to implement all provisions of that AAP during the next two years, and to comply with Section 183.04 of the Saint Paul Legislative Code (Human Rights Ordinance) and the Rules Governing Affirmative Requirements in Employment. Our AAP is now available for inspection and will be submitted to the Department at any time upon its request.
2. We agree to keep records of all personnel actions such as applicant flow, hiring, firing, lay-off, promotions, and actions taken to affirmatively recruit and hire women, minorities and people with disabilities. We agree to submit to the Department during the next two years AA/EEO Semi-Annual Compliance Reports detailing these personnel activities and affirmative action efforts.
3. During the next two years we agree to provide, as requested by the Department, proof of compliance with Section 183.04 and its implementing Rules, including documentation of our good faith efforts to recruit and hire women, minorities and people with disabilities.
4. For City-assisted construction projects of \$50,000 or more, we agree to make every good faith effort to meet the city's utilization goals for women and minorities and to provide the project monitoring documentation requested by the Department.

Company Name:

Date:

Signature of Chief Executive Officer:

Signature of AA/EEO Manager

{Enter Contractor's name in blanks, unless otherwise indicated}

AFFIRMATIVE ACTION/EQUAL EMPLOYMENT OPPORTUNITY (AA/EEO) POLICY STATEMENT

This statement is to affirm _____ policy on providing Equal Employment Opportunity (EEO) to all employees and applicants for employment in accordance with all applicable Equal Employment Opportunity Affirmative Action laws, directives and regulations of Federal, State and Local governing bodies or agencies thereof, specifically including Section 183.04 of the Saint Paul Legislative Code (Human Rights Ordinance) and the Rules Governing Affirmative Requirements in Employment.

_____ will not discriminate against any employee or applicant for employment because of race, creed, religion, sex, sexual or affectional orientation, color, national origin, ancestry, familial status, age, disability, marital status or status with regard to public assistance.

_____ will maintain zero tolerance for harassment of or by any employee or applicant for employment because of race, creed, religion, sex, sexual or affectional orientation, color, national origin, ancestry, familial status, age, disability, marital status or status with regard to public assistance, will maintain an internal complaint procedure for complaints of such harassment, and will provide employees with contact information for federal, state and local enforcement agencies.

_____ will take Affirmative Action (AA) to ensure that all employment practices are free of such discrimination and harassment. Such employment practices include, but are not limited to, the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, selection, layoff, disciplinary action, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

_____ fully supports incorporation of non-discrimination and affirmative action rules and regulations into contracts.

_____ will commit the necessary time and resources, both financial and human, to achieve the goals of Equal Employment Opportunity and Affirmative Action.

_____ will evaluate the performance of its management and supervisory personnel on the basis of their involvement in achieving these Equal Employment Opportunity and Affirmative Action objectives as well as other established criteria. Any employee of _____ or subcontractors to

_____ who do not comply with the Equal Employment Opportunity and Affirmative Action (EEO/AA) Policies and Procedures set forth in this Statement and plan will be subject to disciplinary action. Any subcontractor not complying with all applicable Equal Employment Opportunity/Affirmative Action laws, directives and regulations of the Federal, State and Local governing bodies or agencies thereof, specifically including Section 183.04 of the Saint Paul Legislative Code and the Rules Governing Affirmative Requirements in Employment, will be subject to appropriate legal sanctions.

_____ has appointed _____ as EEO/AA Manager to manage the Equal Employment Opportunity Program. His/Her responsibilities will include

monitoring all Equal Employment Opportunity activities and reporting the effectiveness of this Affirmative Action Plan (AAP), as required by Federal, State and Local agencies. He/she will be given the necessary top management support and staffing to fulfill his/her job duties. The Chief Executive Officer of _____ will receive and review reports on the progress of the plan. If any employee or applicant for employment believes he/she has been discriminated against, please contact _____ at this address _____ or call _____.

Chief Executive Officer (Please print)

Signature of Chief Executive Officer

Date

**DESCRIPTION OF CONTRCT:
ALL CONTRACTORS:**

A.	_____	
	Company Name	Email Address
B.	_____	
	Address	City State Zip
C.	_____	
	Phone Number	Fax
D.	_____	
	Chief Executive Officer	Telephone Number
E.	_____	
	AA/EEO Manger	Telephone Number
F.	Nature of Business _____	
G.	Description of Contract _____	

H.	Estimated Dollar Amount of Contract _____	
I.	Estimated Contract Start Date _____	
J.	Estimated Contract Completion Date _____	
K.	Description of City-Assisted Construction Project	

L.	Type of Construction to be Performed	

M.	_____	
	Name of Project's Developer	Contact Name & Telephone No.
N.	_____	
	Name of Project's Prime Contractor	Contact Name & Telephone No.

(Note: Sections K. through N. should only be completed by Developers and Construction Contractors involved with a City-assisted construction project).

EMPLOYMENT DATA AS OF _____

EMPLOYER: _____ AA/EEO MANAGER: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

TELEPHONE: (_____) _____ FAX NUMBER: (_____) _____ E-MAIL: _____

ALL EMPLOYEES (FULL-TIME, PART-TIME, TEMPORARY AND SEASONAL)

JOB CODE	JOB CATEGORIES	PEOPLE WITH DISABILITIES	MALE					FEMALE					TOTAL (A - J)
			WH (A)	BL (B)	HI (C)	AP (D)	AA (E)	WH (F)	BL (G)	HI (H)	AP (I)	AA (J)	
01	OFFICIALS & MANAGERS												
02	PROFESSIONALS												
03	TECHNICIANS												
04	SALES WORKERS												
05	OFFICE & CLERICAL												
06	CRAFT WORKERS (SKILLED)												
07	OPERATIVES (SEMI-SKILLED)												
08	LABORERS (UNSKILLED)												
09	SERVICE WORKERS												
10	CURRENT TOTAL EMPLOYMENT												
11	TOTAL EMPLOYMENT IN LAST REPORT												

WH: WHITE HI: HISPANIC AA: AMERICAN INDIAN/ALASKAN NATIVE BL: BLACK AP: ASIAN/PACIFIC ISLANDER

I affirm that the information entered on this form and on all attachments are accurate and true to the best of my knowledge.

(Signature)

(Title)

(Date)

Underutilization Analysis

(To be completed by firms with twenty (20) or more employees)

Company Name _____ Date _____

Job Group	Total	Women					Minorities					Number Under-Utilized
		Utilization		Availability		Number Under-Utilized	Utilization		Availability			
		Number	%	Number	%*		Number	%	Number	%*		
Officials & Managers												
Professionals												
Technicians												
Sales												
Office/Clerical												
Skilled Craft												
Operatives												
Laborers												
Service Workers												
Column #	#1	#2	#3	#4	#5	#6	#2	#3	#4	#5	#6	

* Percentage for availability should be in decimal form for ease of calculation

Instructions:

1. Column 1 = total in job group
2. Column 2 = total # of women or minorities in job group
3. Column 3 = Column 2 ÷ Column 1
4. Column 4 = Column 5 x Column 1 (If result is greater than 1, round up or down to nearest whole number. If result is between 0 and 1, round up to one.)
5. Column 5 = Availability (See below for explanation of source)
6. Column 6 = Column 4 - Column 2 (If result is negative, enter 0.)

You may submit your own Underutilization Analysis and Goals and Timetables forms in lieu of these forms. If you need availability data, go to http://www.positivelyminnesota.com/Data/Publications/Data/Workforce/Affirmative_Action_Statistics.aspx. The Department's Web Page is: <http://www.stpaul.gov/index.aspx?NID=2728> or call (651) 266-8900 for copies of forms or for more information.

Goals and Timetables
(To be completed by firms with twenty (20) or more employees)

Company Name _____

Date _____

Job Group	Current Work Force				Underutilization (#)	* A. H. O.	Annual Goals		Ultimate Goals		
		Total	Male	Female	Minority		Minority	Female	Year	Minority	Female
1	#										
	%										
2	#										
	%										
3	#										
	%										
4	#										
	%										
5	#										
	%										
6	#										
	%										
7	#										
	%										
8	#										
	%										
9	#										
	%										
	#										
	%										

* A.H.O. = Anticipated Hiring Opportunities (including all attrition plus possible expansion.)

Revised 03/04/2010

Utilization Goals for People with Disabilities
(To be completed by all firms)

Total Employees in Non-Construction Job Groups	Percentage Available	Numerical Goal
_____	x 0.10	= _____

Company Name _____ Date _____

Updated 3/04/2010

GOOD FAITH EFFORTS CRITERIA

1. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
2. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain all records of the telephone and written communications to the resources and organizations' responses. When seeking to fill specific openings contractors will give agencies a reasonable amount of time to locate and refer applicants, preferably one month prior to the closing date for receipt of applications. Application and application filing procedures will be as simple as is consistent with business requirements.
3. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority and female referrals from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.
4. Provide immediate written notification to the Human Rights And Equal Economic Opportunity Department when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union's referral process has impeded the Contractor's efforts to meet its obligations.
5. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly includes minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the U. S. Department of Labor and/or Minnesota Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under No. 2 above.
6. Disseminate the Contractor's EEO/AA policy statement by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO/AA obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO/AA policy statement on bulletin boards accessible to all employees at each location where construction work is performed.

7. Review, at least annually, the company's EEO/AA policy statement and affirmative action obligations with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions. Specific review of these items must also be made with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
8. Disseminate the Contractor's EEO/AA policy externally by including it in any advertising in the news media, specifically including minority and female news media. Provide written notification to and discuss the Contractor's EEO/AA policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
9. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
10. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
11. Conduct, at least annually, an inventory and evaluation of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
12. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect. Continually monitor all personnel and employment related activities to ensure that the EEO/AA policy and the Contractor's AA obligations are being carried out.
13. Ensure that all facilities and company activities are non-segregated, except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
14. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
15. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO/AA policy and affirmative action obligations.

ALL EMPLOYMENT PRACTICES REGARDING GOOD FAITH EFFORTS MUST BE COLLECTED AND MAINTAINED IN YOUR EMPLOYMENT FILES FOR AT LEAST TWO (2) YEARS. Updated 3/16/2009

SUSTAINABLE GREEN POLICY

SUSTAINABLE GREEN POLICY

Interim Saint Paul PED / HRA Sustainability Initiative January 30, 2007 (amended May 6, 2009)

NOTE: Edited for Single Family Rehab. For full policy see:

<http://www.stpaul.gov/index.aspx?NID=2659>

Objective of the Initiative

To make future development projects in Saint Paul more environmentally and financially sustainable by identifying and incorporating *proven and tested* practices that demonstrate *significant measurable results* and *return on investment*.

All rehabilitated single-family or duplex homes are required to participate in **Xcel Energy's Home Performance with ENERGY STAR**. Rehabilitated buildings must receive third-party verification from an accredited organization.

The Neighborhood Energy Connection (NEC), through its *Peak Performance Homes* custom consulting program, certifies independent consultants who provide developers with specific information about how to increase the energy efficiency of their buildings.

Consultants provide recommendations and projected payback time for each improvement made.

Consultants make site visits to ensure that agreed upon improvements are being made and installed properly.

After passing inspection, buildings will be certified as ENERGY STAR HOMES/Home Performance with ENERGY STAR, programs backed by the EPA and DOE.

Financing, in the form of Energy Efficient Mortgages, is available. Tax breaks, rebates and other incentives may also be available.

Approximate Cost for ENERGY STAR HOMES: For NSP Rehab Project, paid by the HRA and not the Contractor or Subcontractor.

- \$600.00 for consulting services on a stand-alone home.
- May be reduced if multiple homes are being built.
- May be recovered through Xcel rebates or other sources.
- \$900.00 is the average added cost for improvements.
- Costs are recovered by the homeowner through lower utility bills.

On a project by project basis, including new construction, rehab and conversion, PED staff will attempt to negotiate with developers higher standards, which may include, but are not limited to, the United States Green Building Council's Leadership in Energy and Environmental Design (LEED) standards; the Minnesota Sustainable Building Guidelines; and Minnesota Green Communities standards.

This policy applies to all projects that have not yet reached the design development phase.

City Contact: Kurt Schultz

1300 City Hall Annex, 25 West 4th Street

St. Paul, MN 55102

651-266-6590 kurt.schultz@ci.stpaul.mn.us

SECTION 3

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Section 3 Bid Preferences	Attachment A – 2	<i>Informational Use</i>
HUD Income Limits	Attachment A – 3	<i>Informational Use</i>
Acknowledgement of receipt of the City's Section 3 Policy	Attachment B	<i>Required Submittal</i>

Section 3 Bid Preferences Attachment A-2

SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968

A. Compliance; goals; reporting. The bidder agrees to comply with and to cause its contractors and subcontractors to comply with the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u and the regulations at 24 CFR part 135, the City of Saint Paul Section 3 Action Plan, and the terms of this contract. The contracting goals of 10% of building trade work and 3% of other contracts, and the 30% new hire employment goals apply to this contract by the bidder, and its contractors, and subcontractors. The bidder, and its contractors and subcontractors agree to report to the City/HRA, on a monthly basis and as requested by City/HRA, its compliance with these Section 3 requirements on the form(s) supplied by the City/HRA.

B. Bids. Bidder agrees that the following bidding requirements apply to this contract:

(a) Actions to facilitate participation by Section 3 business concerns.

(i) The bidder agrees to arrange solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways to facilitate the participation of Section 3 business concerns.

(ii) The bidder agrees where appropriate to break out contract work items into economically feasible units to facilitate participation by Section 3 business concerns.

(iii) The bidder agrees to solicit at least 3 bids from the City's list of Section 3 business concerns for each service that requires subcontracts. If such list has fewer than 3 qualified businesses, then the bidder must contact the entire list.

(b) Preference for Section 3 Business Concerns. Preference for Section 3 business concerns will be provided as follows:

(i) Bids shall be solicited from all businesses ([section 3](#) business concerns, and non-[section 3](#) business concerns). An award shall be made to the qualified [section 3](#) business concern with the highest priority ranking and with the lowest responsive bid if that bid—

(A) is within the maximum total contract price established in the budget for the project for which bids are being taken, and

(B) is not more than "X" higher than the total bid price of the lowest responsive bid from any responsible bidder. "X" is determined as follows:

x=lesser of:

When the lowest responsive bid is less than \$100,000

10% of that bid or \$9,000.

When the lowest responsive bid is:

At least \$100,000, but less than \$200,000	9% of that bid, or \$16,000.
At least \$200,000, but less than \$300,000	8% of that bid, or \$21,000.
At least \$300,000, but less than \$400,000	7% of that bid, or \$24,000.
At least \$400,000, but less than \$500,000	6% of that bid, or \$25,000.
At least \$500,000, but less than \$1 million	5% of that bid, or \$40,000.
At least \$1 million, but less than \$2 million	4% of that bid, or \$60,000.
At least \$2 million, but less than \$4 million	3% of that bid, or \$80,000.
At least \$4 million, but less than \$7 million	2% of that bid, or \$105,000.
\$7 million or more	1 ½ % of the lowest responsive bid, with no dollar limit.

(ii) If no responsive bid by a [section 3](#) business concern meets the requirements of paragraph B(i) of this section, the contract shall be awarded to a responsible bidder with the lowest responsive bid.

C. Penalty. The following penalty clause only applies to (a) a subgrantee, borrower, bidder, subrecipient or developer for a Section 3 covered project for which the amount of HUD assistance exceeds \$200,000, and (b) for those contractors and subcontractors whose contracts exceed \$100,000 for those section 3 covered projects for which the HUD assistance exceeds \$200,000:

Where at least 10% of the total dollar amount of all contracts for building trades work arising in connection with housing rehabilitation, housing construction, and/or public construction or at least 3% of the total dollar amount of all other Section 3 covered contracts are not provided to Section 3 business concerns and/or do not result in

the employment of section 3 residents, the subgrantee, borrower, bidder, subrecipient, developer, contractor, or sub-contractor, will be required to contribute the difference between 10% of the covered contract amount (and 3% for non-construction related contracts) and the amount provided to Section 3 business concerns and/or in the employment of section 3 residents into the City's Section 3 Implementation Fund.

- D. Remedies for default. In addition to the penalty described above, the City may, upon a failure to comply with any of the Section 3 requirements described herein, elect to enforce any other remedy described in the City of Saint Paul Section 3 Action Plan, the terms of this contract and as afforded by City Ordinance, law or equity.

- E. 24 CFR Section 135.38 Section 3 Clause.

This Section 3 clause is a part of this contract:

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

For a list of Section 3 certified subcontractors, see: <http://www.stpaul.gov/section3>



DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

INCOME LIMITS*

ATTACHMENT A-3

Listed below are the current income limits that the City of Saint Paul and its representatives will use to determine whether an individual meets the income guidelines to qualify as a Section 3 Resident. If you do not qualify based on your current income and household size, but you meet the requirements based on your income and household size within the last three years, you still qualify. All income amounts are subject to adjustment by the City in accordance with HUD guidelines.

Household Size	Family Income (80% of Median)
1 PERSON	44,800.00
2 PERSON	51,200.00
3 PERSON	57,600.00
4 PERSON	64,000.00
5 PERSON	69,100.00
6 PERSON	74,250.00
7 PERSON	79,350.00
8 PERSON	84,500.00

*Effective March 19, 2009



CITY OF SAINT PAUL
HUD SECTION 3 ACKNOWLEDGEMENT
Attachment B

The Section 3 Acknowledgment form must be completed by Contractor(s) and submitted prior to issuance of Notice to Proceed.

By signing below you acknowledge that you received a copy of the City of Saint Paul's Section 3 Action Plan and the HUD Section 3 Clause Certification (Attachment C) and compliance requirements stated therein.

The undersigned certifies to its commitment to comply with the City's Section 3 Plan, all Section 3 laws and regulations and to use the Ramsey County Workforce Solution's Job Connect on-line system to advertise available employment and/or training opportunities in connection with the project described below.

The undersigned further certifies that the information contained in this plan and submitted to the City is accurate and correct. The undersigned understands that the City may impose penalties and sanctions for any of the following:

- submission of false or inaccurate statements in this document and/or subsequent reports to the City;
- failure to achieve the Section 3 contracting and employment goals for the project;
- failure to comply with the City's Section 3 Plan, Section 3 laws and regulations and/or its contract obligations.

I, THE UNDERSIGNED

Officer or Authorized
Agent of Company
(Print Name)

Signature's Title
(Print Title)

Signature

Date



CITY OF SAINT PAUL HUD SECTION 3 ACKNOWLEDGMENT (CONT...)

Project Name: _____

Project Address: _____

Project Area: _____

Project Number: _____

Award Amount: _____

Company Name: _____

Appointed Section 3
Coordinator: _____

Company Address: _____

City _____ State _____ Zip _____

Telephone Number: _____

Federal Tax Id No: _____

State Tax Id No: _____

E-Mail Address: _____

General Contractor: _____

Contract Award Date: _____

TWO BID POLICY

Effective Date: February 9, 2009

**Policy Regarding
Requirement of Two (2) bids**

I. Purpose

The Housing and Redevelopment Authority of the City of Saint Paul, Minnesota (“HRA”) has the power to engage in development and redevelopment activities under Minnesota Law, Chapter 469. To accomplish its objectives under Chapter 469, the HRA (i) awards financial assistance and contracts to profit and not-for-profit applicants, and (ii) contracts with community development corporations and other similar entities (“Conduit Organizations”) to operate programs on behalf of the HRA.

The purpose of this policy is to require two (2) written bids for construction work by all recipients of HRA or Conduit Organizations Contracts and this requirement will also apply to single family residences. This policy is effective on the Effective Date for all new and pending requests for HRA or Conduit Organizations financial assistance and HRA Contracts not approved by the HRA Board of Commissioners. This Policy applies to the contracts for the entire project even though only a portion of the improvements are being funded with public assistance.

This policy does not apply to (i) those portions of a HRA or Conduit Organizations Contract that are self-performed by the recipient of the HRA or Conduit Organizations Contract or (ii) contracts involving ‘soft costs’ i.e. professional services.

II. Definitions

Contract(s) means any HRA or Conduit Organizations agreement or City STAR (i.e. sales tax) agreement involving financial assistance with a value of \$20,000 or more in any of the following forms: grant; contribution of personal or real property; with respect to a loan given by the HRA or Conduit Organizations, the present value of the difference in the interest rate given by the HRA or Conduit Organizations and that rate commercially available to the recipient; reduction or deferral of any tax, assessment or fee; guaranty of any loan, lease or other obligation; tax increment financing; tax credits; or other HRA or Conduit Organizations financial participation. Conduit bonds and bond host approval are excluded from this definition and this policy.

III. Minimum of 2 Bid requirement-All contracts.

For all Contracts, whether for single family residence or non single family residence, in any of the forms described in Section II above, each applicant and recipient of public financial assistance must request and obtain at least two (2) written bids for the construction work to be performed under the Contract by the general contractor/construction manager and subcontractors and award the contract or contracts to the lowest responsible bidder.

IV. Waiver/Exemption

1. The requirements of this Policy may be waived in whole or in part by the HRA Executive Director or his/her designee after consideration of the advantages and disadvantages of a waiver, and upon a showing by the applicant of a compelling public purpose.
2. Subcontracts with entities that are the sole providers of a product or service are exempt from the competitive bid requirements of this Policy.

**Supplement to
Policy Regarding Requirement of Two (2) bids**

The HRA's Policy Regarding Requirement of Two (2) bids ("Policy") requires, in part, that each applicant of public financial assistance request and obtain at least two (2) bids for the general contractor/construction manager contract and to award the contract to the lowest responsible bidder. As an alternative to fulfilling this requirement, if an applicant elects to negotiate a contract with a general contractor/construction manager in lieu of obtaining 2 written bids and awarding the contract to the lowest responsible bidder, then the applicant must contact at least 3 potential general contractors/construction managers and consider the following standards in making its decision to award the contract to a particular general contractor/construction manager:

1. Experience in constructing the type of improvements being funded in whole or in part by the HRA.
2. Experience in the construction and management of publicly financed projects and familiarity with reporting requirements and accounting for public funds.
3. Having the licenses required by state, county and city authorities.
4. Proven track record of bringing similar projects to completion within budget, on-time and in an industry acceptable manner during the past five years.
5. Having the appropriate material, equipment, facility and personnel resources and expertise available, or the ability to obtain such resources and expertise, necessary to indicate the capability to meet all contractual responsibilities.
6. Previous and current compliance with federal laws, state statutes, and city ordinances and regulations applicable to the work of a contract.
7. Having sufficient financial resources to perform the contract.
8. Not being a debarred vendor under the City of St. Paul's debarment ordinance; or other state or federal debarment list.
9. History of complying with the HRA's requirements for affirmation action, apprenticeship training program, labor standards, vendor outreach program, project labor agreements, and other HRA requirements.
10. History of change orders on projects, including their frequency, size and percentage of total development cost.
11. Amount of proposed overhead profit and charges.
12. Amount of proposed general conditions charges.
13. Amount of proposed contingency.

Each applicant must submit to the HRA: (a) information and documents on the above described standards for each potential general contractor/construction manager, and (b) resulting rationale for selecting a particular general contractor/construction manager, before the HRA makes a decision on awarding any public assistance or executes a contract awarding public assistance.

The other provision of the Policy remain in full force and effect including without limitation the requirement of receiving 2 bids from subcontractors.

Two (2) Bid Policy

Example 1.

Developer has hired architect and has full construction drawings. Developer solicits bids for construction contract. Developer must solicit 2 or more bids from general contractor and award contract to lowest responsible bidder. No need to solicit bids from those subcontractors whose bids are included in general contractor's bid.

In the case of a subcontractor whose bid is not included in the general contractor's bid but instead contracts directly with the developer, then two (2) or more bids are required from those subcontractors and contracts must be awarded to lowest responsible bidders.

Example 2.

Developer has no construction drawings and wants to retain general contractor/construction manager. Developer can elect to proceed under Supplement to Two (2) Bid Policy and contact at least 3 potential general contractors/construction managers. Developer must consider the 13 factors listed in Supplement and submit to HRA requested information and documents.

Example 3.

Recipient of public financial assistance is homeowner of single family residence who acts as his own general contractor. Homeowner must solicit 2 or more bids from each subcontractor and award contracts to lowest responsible bidder.

End of Two Bid Policy

LIMITED ENGLISH PROFICIENCY (LEP)

The City of Saint Paul is committed to providing meaningful access to City services and information to everyone, regardless of language barriers, as required by federal law. Based on data collected from a variety of sources (including the Saint Paul Public Schools and the US Census Bureau), the City of Saint Paul's primary language groups that are non-English include, but are not limited to Spanish, Hmong, and Somali. The federal regulations apply to all City departments, sub-recipients of federal funding, and contracted vendors. Best efforts must be provided to notify about the availability of language services and the Contractor must include the HRA-provided standard language block in English BELOW on the front of all documents, including bid and contract documents, making Contractors aware that language translation is available upon request – for now in Spanish, Hmong and Somali:

Attention: If you want help translating this information, call - Hmong - Ceeb toom. Yog koj xav tau kev pab txhais cov xov no rau koj dawb, Amy 651-266-6568; Spanish - Atención. Si desea recibir asistencia gratuita para traducir esta información, llame a Amy Filice 651-266-6568; Somali - Ogow. Haddii aad dooneyso in lagaa kaalmeeyo tarjamadda macluumaadkani oo lacag la' aan wac, Amy Filice 651-266-6568.

The City of Saint Paul Department of Human Rights and Equal Economic Opportunity (HREEO) is the lead agency for the City's Limited English Proficiency (LEP) Plan. For LEP materials or questions about this plan, contact HREEO at 651-266-8900 or lep@stpaul.gov. For now, language translation requests can be given to Amy Filice, HRA / PED, 651-266-6568, amy.filice@ci.stpaul.mn.us, who will arrange for a translator.

End of Limited English Proficiency

XCEL ENERGY PARTICIPATING CONTRACTORS' LIST

Contractors must use the XCEL Updated 2010 Energy Home Performance with ENERGY STAR Participating Contractors List for Insulation, Air Sealing and HVAC Work.



Xcel Energy Minnesota Home Performance Rebate Program

Participating Home Performance Contractors

Congratulations on taking the first step toward a more energy-efficient home! You recently completed a Home Energy Audit and expressed an interest in our Home Performance Rebate program, which offers cash back when you implement five or more recommended energy-conservation measures. Our exclusive Home Performance Rebate program contractors have been trained in whole-house home improvements and in our rebate program, making it simple and easy for you to participate in the program. You must select a contractor from our list to participate in the program and receive rebates.*

* Xcel Energy does not guarantee the contractors' expertise or reputation; does not warrant any of the products or services installed; or promote the use of one contractor over the other. Xcel Energy shall have no liability for contractors' work or negligence.

Heating, Cooling & Plumbing		
Air Mechanical, Inc. 16411 Aberdeen St NE Ham Lake, MN 55304	763-434-7747	Brad Link
BFS Heating & Cooling 4732 Beard Ave S Minneapolis, MN 55410	952-314-8318	Doug Dill
Connors Plumbing & Heating, Inc. 407 5 th Ave SE Waseca, MN 56093	507-835-2540	Brandon Graves
Dan Tacheny Roofing and Siding Inc. 8975 Hwy 5 Lake Elmo, MN 55042	651-481-1466	Theresa Nicoletti
Erickson Plumbing, Heating & Cooling, Inc. 1471 92nd Lane NE Blaine, MN 55449	763-783-4545	Stacy Erickson
Four Seasons Air Specialists, Inc. 4457 White Bear Pkwy White Bear Lake, MN 55110	651-426-5254	Howard Anderson

Xcel Energy Minnesota Home Performance Rebate Program | Participating Home
Performance Contractors | 2

G & H Heating & Air, Inc. 5511 Carlson Road Shoreview, MN 55126	651-628-4924	Michael Gormley
Gemmill Heating & Air Conditioning, Inc. 7044 167 th Ave. Forest Lake, MN 55025	651-464-4580	Les Gemmill
Gorilla Heating and Air 7416 Aspen Cove S Cottage Grove, MN 55016	651-458-4400	Virgil Smith
Henderson's Service Co, LLC 3515 Dakota Ave. Woodbury, MN 55125	651-336-0032	Scott Henderson
Hinding Company Heating & Air 915 W 7 th St. St Paul, MN 55102	651-228-1303	Thomas Costello
Hoffman Corner Heating & A/C 2086 East County Rd E White Bear Lake, MN 55110	651-484-3322	Robert Scalze
Integrity Heating, Inc. 810 3 rd Ave NW Faribault, MN 55021	612-245-4176	Gary Mussetter
Judkins Heating & Air 15185 Carousel Way Rosemount, MN 55068	612-363-7403	Dale Judkins
Kath Heating, A/C and Electric 3096 Rice St. Little Canada, MN 55113	651-486-2263	Keith Williams
Knight Heating & Air Conditioning 13535 89 th Street NE Otsego, MN 55338	763-274-9945	Jill Lien
Mechanical Energy Systems, Inc. 629 Lincoln Ave. NE St. Cloud, MN 56304	320-253-4859	Mary Kay
Metro Heating and Cooling 255 Roselawn Ave. E Ste 43 Maplewood, MN 55117	651-653-6767	Dave Reiland
Midwest Equipment 4131 Old Sibley #200 Eagan, MN 55122	651-487-9966	Kirk or Jodi
North Suburban Heating & Air Conditioning 19066 Vasper Anoka, MN 55303	763-753-5993	Dan Larson

Owens Companies 930 E. 80 th St Bloomington MN 55420	952-703-5736	Don O'Brien
Perfection Heating & Air Conditioning 1770 Gervais Ave Maplewood, MN 55109	651-777-7620	Dana Rowan
Performance Contractors, LLC 644 Smith Ave S. St Paul, MN 55107	763-913-6597	Ron Westberry Jr.
Pollock Construction LLC PO Box 241597 Apple Valley, MN 55124	612-366-2674	Bill Pollock
Royalton Heating & Cooling 4120 85 th Ave. N Brooklyn Park, MN 55443	763-424-8333	Brady Stewart
S R Mechanical 7320 Oxford St. Ste 200 St Louis Park, MN 55426	952-933-6933	David Rouse
Schuebel's Heating & Air Conditioning 6116 Garbe Ave Woodbury, MN 55125	651-731-8071	John Schuebel
Summit Heating & Air Conditioning 1711 County Rd H2 White Bear Twp, MN 55110	651-775-1312	Josh Mahoney
Wenzel Heating & Air Conditioning 4145 Sibley Memorial Hwy Eagan, MN 55122	651-894-9898	Andrea Preusse
Young & Sons Heating and Air Conditioning, Inc. 12450 Morris Trail N. Marine, MN 55047	651-433-4500	Pam Young
Ziemer Heating & Cooling, Inc. 2188 Bench St. Red Wing, MN 55066	651-388-0986	Aaron Rude

Insulation & Air Sealing

Advanced Foam Spraying, Inc. (AFS) 12180 150 th Ave SE Becker, MN 55308	612-518-2262	David Monson
Bob Alf Construction, LLC 1657 Marshall Ave. St Paul, MN 55104	651-206-1937	Bob Alf

Builders Services Group dba Penguin Insulation 5201 Douglas Drive Crystal, MN 55429	763-535-7353	Joe Friberg
Budget Insulation, Inc. 10913 Chatham Court South Burnsville, MN 55337	952-890-5253	Laurie & Steve Ginkel
Cozy Insulation LLC 7316 Bunker Lake Blvd NW Ramsey, MN 55303	763-238-2814	Jason Decker
Dan Tacheny Roofing and Siding Inc. 8975 Hwy 5 Lake Elmo, MN 55042	651-481-1466	Theresa Nicoletti
Green Home Doctors LLC 601 Carlson Parkway, Suite 1050 Minnetonka, MN 55305	612-216-1640	Matt Danielson
Houle Insulation, Inc. 381 118 th Ave NW Coon Rapids, MN 55448	763-767-8412	Arne & Kari Olson
Insulation Services LLC 1308 9 th Ave S South Saint Paul, MN 55075	651-455-1306	John Willenbring
JBS Carpentry 23601 Neches St. NE Stacy, MN 55079	612-986-3864	Jeff Smith
Maple Tree Insulation & Carpeting 950 Mahtomedi Ave Mahtomedi, MN 55115	651-263-3743	William Foley
MapleRidge Insulation Company 169 Maple Road East Bethel, MN 55092	651-982-9676	Paul Sjodin
MGT Remodeling & Insulation 3360 465 th St Harris, MN 55032	651-674-6225	Mike Munsinger
Northwind Winterization 3958 Noble Ave. N Robbinsdale, MN 55422	612-743-4777	Peter & Debra Krych
Pollock Construction LLC PO Box 241597 Apple Valley, MN 55124	612-366-2674	Bill Pollock
Retro Green Energy 1722 Perennial Ln NE Sauk Rapids, MN 56379	320.333.2122	Chris Froelke

Retro Foam of Minnesota 1170 Red Fox Road Arden Hills, MN 55112	651-765-0200	Tim Ringold
Thermal Boundary East PO Box 706 Stillwater, MN 55082	651-210-5633	Brant Jackson
This n That Maintenance Inc. 655 Fuller Ave S St Paul, MN 55104	651-214-9671	Larry Pratt
Twin City Insulation 1897 Big Lake Drive Osceola, WI 54020	612-522-3933	Tom See
Webster Windsor Insulation 9320 Evergreen Blvd. NW #A Coon Rapids, MN 55433	763-560-2013	Jennifer Windsor
Windows		
Bob Alf Construction, LLC 1657 Marshall Ave. St Paul, MN 55104	651-206-1937	Bob Alf
Builders Services Group dba Penguin Insulation 5201 Douglas Drive Crystal, MN 55429	763-535-7353	Joe Friberg
Charles Nosie Construction, Inc. 12200 Upper Heather Ave N Hugo, MN 55038	651-426-1388	Charles Nosie
Dan Tacheny Roofing and Siding Inc. 8975 Hwy 5 Lake Elmo, MN 55042	651-481-1466	Theresa Nicoletti
Global Construction & Investment Co. Inc. 4521 Orchard Ave N Robbinsdale, MN 55422	612-366-1381	Lori Athias
J Lewis Building and Remodeling, LLC 12349 Sherburne Ave Becker, MN 55308	612-282-0363	Jamie Lewis
JBS Carpentry 23601 Neches St. NE Stacy, MN 55079	612-986-3864	Jeff Smith
JET Construction & Remodeling, Inc. 1025 Selby Ave St Paul, MN 55104	651-228-9490	Charlie Dana

L&K Construction 815 Elm Creek Circle Champlin, MN 55316	612-481-4070	Pip Longley
Larkins Construction, LLC 606 Hall Lane Minneapolis, MN 55411	612-703-0156	Demetrius Larkins
Maple Tree Insulation & Carpeting 950 Mahtomedi Ave Mahtomedi, MN 55115	651-263-3743	William Foley
MapleRidge Insulation Company 169 Maple Road East Bethel, MN 55092	651-982-9676	Paul Sjodin
Merit Building Company, Inc. 2393 Coon Rapids BLVD #204 Coon Rapids, MN 55433	763-323-7363	David Mau
Nilles Builders, Inc. 525 Ohio St St. Paul, MN 55107	651-222-8701	Brad Nilles
Pollock Construction LLC PO Box 241597 Apple Valley, MN 55124	612-366-2674	Bill Pollock
Pride Energy Solutions, LLC 899 3 rd St. SW New Brighton, MN 55112	612-385-9597	Chris Hallberg
Regal Remodelers, Inc. 968 Grand Ave. St. Paul, MN 55119	612-222-6830	Michael Williams
Retro Green Energy 1722 Perennial Ln NE Sauk Rapids, MN 56379	320.333.2122	Chris Froelke
Shawn Bisbee Inc. 551 Simard St Mendota Heights, MN 55118	651-335-1533	Shawn Bisbee
Spectrum Construction Inc. 815 Armstrong Ave. St Paul, MN 55075	651-225-0957	Johnnie Claiborne
Superior Home Remodeling, LLC 2400 Kraft Street South St. Paul, MN 55075	651-500-3183	George Nowak
This n That Maintenance Inc. 655 Fuller Ave S	651-214-9671	Larry Pratt

St Paul, MN 55104		
Twin City Insulation 1897 Big Lake Drive Osceola, WI 54020	612-522-3933	Tom See
Wonderwoman Construction 192 Seymar Ave SE Minneapolis, MN 55414	612-210-9220	Lori Reese
Builders/Remodelers		
Charles Nosie Construction, Inc. 12200 Upper Heather Ave N Hugo, MN 55038	651-426-1388	Charles Nosie
Croix Custom Homes, Inc. 2910 Enloe St, Ste 106 Hudson, WI 54016	715-381-9896	Jonathan Herum
D & J Steele Construction, Inc. 3501 20 th Ave. S Minneapolis, MN 55407	612-728-9909	Donald Steele
Global Construction & Investment Co. Inc. 4521 Orchard Ave N Robbinsdale, MN 55422	612-366-1381	Lori Athias
J Lewis Building and Remodeling, LLC 12349 Sherburne Ave Becker, MN 55308	612-282-0363	Jamie Lewis
JET Construction & Remodeling, Inc. 1025 Selby Ave St Paul, MN 55104	651-228-9490	Charlie Dana
L&K Construction 815 Elm Creek Circle Champlin, MN 55316	612-481-4070	Pip Longley
Larkins Construction, LLC 606 Hall Lane Minneapolis, MN 55411	612-703-0156	Demetrius Larkins
Meridian Management Inc. 332 Minnesota St. Suite W1080 St. Paul, MN 55101	651-829-0163	Kit Beier
Merit Building Company, Inc. 2393 Coon Rapids BLVD #204 Coon Rapids, MN 55433	763-323-7363	David Mau
MGT Remodeling & Insulation 3360 465 th St	651-674-6225	Mike Munsinger

Harris, MN 55032		
Nelson-Johnson Builders, Inc. dba New Spaces 2105 W 143 rd St. Burnsville, MN 55306	952-898-5300	Shawn Nelson
Nilles Builders, Inc. 525 Ohio St St. Paul, MN 55107	651-222-8701	Brad Nilles
Pollock Construction LLC PO Box 241597 Apple Valley, MN 55124	612-366-2674	Bill Pollock
Pride Energy Solutions, LLC 899 3 rd St. SW New Brighton, MN 55112	612-385-9597	Chris Hallberg
Regal Remodelers, Inc. 968 Grand Ave. St. Paul, MN 55119	612-222-6830	Michael Williams
Retro Green Energy 1722 Perennial Ln NE Sauk Rapids, MN 56379	320.333.2122	Chris Froelke
Shawn Bisbee Inc. 551 Simard St Mendota Heights, MN 55118	651-335-1533	Shawn Bisbee
Spectrum Construction Inc. 815 Armstrong Ave. St Paul, MN 55075	651-225-0957	Johnnie Claiborne
Superior Home Remodeling, LLC 2400 Kraft Street South St. Paul, MN 55075	651-500-3183	George Nowak
This n That Maintenance Inc. 655 Fuller Ave S St Paul, MN 55104	651-214-9671	Larry Pratt
Wonderwoman Construction 192 Seymar Ave SE Minneapolis, MN 55414	612-210-9220	Lori Reese



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RADON MITIGATION CONTRACTORS' LIST
(if applicable)

Minnesota Radon Mitigation Service Providers

This list does not imply endorsement of any of the listed companies or individuals.

Contractor	Voluntary Certification	Services Provided	Address	Phone	Service Area
The following contractors are certified by either NEHA or NRSB and report to MDH.					
Brian Smith	NEHA 104666RMT	<input checked="" type="checkbox"/> Radon Mitigation <input type="checkbox"/> Advanced Diagnostics <input type="checkbox"/> Multi-Family Mitigation	Accurate Radon Services 15113 – 301 st Ave NW Princeton, MN 55371	612-819-0979 accurateradonservicesllc.com	Statewide
Scott Pomeroy	NEHA 104664RMT	<input checked="" type="checkbox"/> Radon Mitigation <input type="checkbox"/> Advanced Diagnostics <input type="checkbox"/> Multi-Family Mitigation	Accurate Radon Services 10216 Fallgold Pkwy N Brooklyn Park, MN 55443	612-247-6661 accurateradonservicesllc.com	Statewide
Jamie Adamski	NEHA 104698RMT	<input checked="" type="checkbox"/> Radon Mitigation <input type="checkbox"/> Advanced Diagnostics <input type="checkbox"/> Multi-Family Mitigation	Adamski Builders 239 E Myrtle St Duluth, MN 55811	218-727-2495 www.adamskibuilders.com	Statewide
Walt Fitzmaurice	NEHA 103489RMT	<input checked="" type="checkbox"/> Radon Mitigation <input checked="" type="checkbox"/> Advanced Diagnostics <input checked="" type="checkbox"/> Multi-Family Mitigation	Advanced Radon Services, LLC 5428 – 14 th Ave S Minneapolis, MN 55417	952-270-5081 www.radonfree.com	Statewide
Mark Janni	NEHA 103194RMT	<input checked="" type="checkbox"/> Radon Mitigation <input type="checkbox"/> Advanced Diagnostics <input type="checkbox"/> Multi-Family Mitigation	Ahrens Heating, Inc. 1227 S Broadway New Ulm, MN 56073	507-354-2217 www.ahrensheating.com	30 mile radius
Thomas Hamberg	NEHA 105632RMT	<input checked="" type="checkbox"/> Radon Mitigation <input type="checkbox"/> Advanced Diagnostics <input type="checkbox"/> Multi-Family Mitigation	Ameradon Services, LLC 12 Jaymar Dr, PO Box 368 Lake Crystal, MN 56055	507-304-3537 www.ameradon.com	South Central
Daniel Hylland	NEHA 104299RMT	<input checked="" type="checkbox"/> Radon Mitigation <input checked="" type="checkbox"/> Advanced Diagnostics <input checked="" type="checkbox"/> Multi-Family Mitigation	Athelon Enterprises, LLC PO Box 6001 Rochester, MN 55903	507-269-9934 www.athelonenterprises.com	Southeastern
Bruce Bauer	NEHA 103902RMT	<input checked="" type="checkbox"/> Radon Mitigation <input type="checkbox"/> Advanced Diagnostics <input checked="" type="checkbox"/> Multi-Family Mitigation	Bauer Restoration, Inc. 1019 Mitchell Dr Faribault, MN 55021	507-333-9838 www.RadonOut.com	40 mile radius
Daniel Vieau	NEHA 104134RMT	<input checked="" type="checkbox"/> Radon Mitigation <input type="checkbox"/> Advanced Diagnostics <input type="checkbox"/> Multi-Family Mitigation	Conservative Radon 3211 Taylor St NE Minneapolis, MN 55418	612-860-2521	30 mile radius
Val Riedman	NEHA 103414RMT	<input checked="" type="checkbox"/> Radon Mitigation <input checked="" type="checkbox"/> Advanced Diagnostics <input checked="" type="checkbox"/> Multi-Family Mitigation	Croix Valley Radon Mitigation 2551 - 190th St Luck, WI 54853	1-888-481-6870 cell: 715-554-0460 www.radonrx.com	Eastern MN & Western WI
Ed Pelto	NEHA 104099RMT	<input checked="" type="checkbox"/> Radon Mitigation <input type="checkbox"/> Advanced Diagnostics <input type="checkbox"/> Multi-Family Mitigation	Ed's Heating and Air, Inc. 1099 Pelto Path Woodbury, MN 55129	651-775-7490 www.edshvac.com	45 mile radius

Contractor	Voluntary Certification	Services Provided	Address	Phone	Service Area
Mike Ellefson	NEHA 105441RMT	<input checked="" type="checkbox"/> Radon Mitigation <input type="checkbox"/> Advanced Diagnostics <input type="checkbox"/> Multi-Family Mitigation	Ellefson Builders Inc. 126 Waterford Circle Winona, MN 55987	507-450-7465 www.buildwinona.com	Southeastern MN
Mark Anderson	NEHA 103362RMT	<input checked="" type="checkbox"/> Radon Mitigation <input type="checkbox"/> Advanced Diagnostics <input type="checkbox"/> Multi-Family Mitigation	Ellingson Plumbing & Heating 2510 Broadway St S Alexandria, MN 56308	320-762-8645	60 mile radius
Robert Worth Frank	NEHA 100496RMT	<input checked="" type="checkbox"/> Radon Mitigation <input type="checkbox"/> Advanced Diagnostics <input checked="" type="checkbox"/> Multi-Family Mitigation	Energy & Environmental Services, Inc. 1608 Hague Ave St. Paul, MN 55104	651-646-3470	150 mile radius
Greg Yankowiak	NEHA 103770RMT	<input checked="" type="checkbox"/> Radon Mitigation <input type="checkbox"/> Advanced Diagnostics <input type="checkbox"/> Multi-Family Mitigation	Englewood Ent 2116 – 213 th Ave Mora, MN 55051	320-679-1809 1-888-989-2534	100 mile radius
William Carlson	NEHA 104243RMT	<input checked="" type="checkbox"/> Radon Mitigation <input type="checkbox"/> Advanced Diagnostics <input checked="" type="checkbox"/> Multi-Family Mitigation	Healthy Homes LLC 130 – 16 th Ave S St. Cloud, MN 56301	320-310-6858 1-866-900-4464 www.healthyhomesradon.com	Statewide
Eric Carlson	NEHA 104214RMT	<input checked="" type="checkbox"/> Radon Mitigation <input type="checkbox"/> Advanced Diagnostics <input checked="" type="checkbox"/> Multi-Family Mitigation	Healthy Homes LLC 674 Nebraska Ave E St. Paul, MN 55106	952-220-9409 www.healthyhomesradon.com	Statewide
Robert Carlson	NEHA 103015RMT	<input checked="" type="checkbox"/> Radon Mitigation <input type="checkbox"/> Advanced Diagnostics <input checked="" type="checkbox"/> Multi-Family Mitigation	Healthy Homes LLC 16526 W 78 th St #156 Eden Prairie, MN 55346	952-220-9409 952-220-3680 www.healthyhomesradon.com	
Fran Hira	NEHA 104358RMT	<input checked="" type="checkbox"/> Radon Mitigation <input type="checkbox"/> Advanced Diagnostics <input type="checkbox"/> Multi-Family Mitigation	Home Radon Control 1378 Valley View Ct West St. Paul, MN 55118	651-260-3537 www.Homeradoncontrol.com	Eastern Metro
Greg Comer	NEHA 104324RMT	<input checked="" type="checkbox"/> Radon Mitigation <input type="checkbox"/> Advanced Diagnostics <input checked="" type="checkbox"/> Multi-Family Mitigation	Home Safety Solutions 17092 Barium St NW Andover, MN 55304	763-434-3263 612-685-9999 www.homesafetysolutions.com	Statewide
Walter Donnay	NEHA 104322RMT	<input checked="" type="checkbox"/> Radon Mitigation <input type="checkbox"/> Advanced Diagnostics <input checked="" type="checkbox"/> Multi-Family Mitigation	Home Safety Solutions 17092 Barium St NW Andover, MN 55304	763-434-3263	Statewide
Jim Johnson	NEHA 105453RMT	<input checked="" type="checkbox"/> Radon Mitigation <input type="checkbox"/> Advanced Diagnostics <input type="checkbox"/> Multi-Family Mitigation	Johnson Environmental PO Box 90355 Sioux Falls, SD 57109	605-940-2738 www.johnsonenvironmental.info	Southwest MN

Contractor	Voluntary Certification	Services Provided	Address	Phone	Service Area
Michelle Knutson	NEHA 103470RMT	<input checked="" type="checkbox"/> Radon Mitigation <input type="checkbox"/> Advanced Diagnostics <input checked="" type="checkbox"/> Multi-Family Mitigation	K –Builders PO Box 365 2050 - 301st Ave Dawson, MN 56232	320-769-4415	Statewide – No Metro Area
Scott Hunke	NEHA 104649RMT	<input checked="" type="checkbox"/> Radon Mitigation <input type="checkbox"/> Advanced Diagnostics <input checked="" type="checkbox"/> Multi-Family Mitigation	Lakes Area Radon Service 728 James Circle Dr SW Alexandria, MN 56308	320-815-0474 www.lakesarearadonservice.com	Statewide
Anthony Hay	NEHA 104619RMT	<input checked="" type="checkbox"/> Radon Mitigation <input type="checkbox"/> Advanced Diagnostics <input checked="" type="checkbox"/> Multi-Family Mitigation	Minnesota Radon Specialists 1512 Anna St New Market, MN 55054	612-483-8948 www.radonmn.com	Statewide
Brian Benasutti	NEHA 105223RMT	<input checked="" type="checkbox"/> Radon Mitigation <input type="checkbox"/> Advanced Diagnostics <input checked="" type="checkbox"/> Multi-Family Mitigation	Minnesota Radon Specialists 2556 Seabury Ave Minneapolis, MN 55406	612-940-3796 www.radonmn.com	Statewide
Dale Denn	NEHA 103565RMT	<input checked="" type="checkbox"/> Radon Mitigation <input type="checkbox"/> Advanced Diagnostics <input type="checkbox"/> Multi-Family Mitigation	Mr. Radon 1108 Goldenrod Ln Shakopee, MN 55379	952-233-0214 www.mrradon-mn.com	Metro & 50 Mile Radius
Wyatt Neubauer	NEHA 104936RMT	<input checked="" type="checkbox"/> Radon Mitigation <input type="checkbox"/> Advanced Diagnostics <input type="checkbox"/> Multi-Family Mitigation	Neu Air, LLC. 24163 – 97 th St Zimmerman, MN 55398	763-516-8612 http://www.neuairradon.com/	Statewide
Greg High	NEHA 103805RMT	<input checked="" type="checkbox"/> Radon Mitigation <input type="checkbox"/> Advanced Diagnostics <input checked="" type="checkbox"/> Multi-Family Mitigation	Northern Comfort, Inc. 917 South Bend Ave Mankato, MN 56001	507-387-6596	30 mile radius
Jeff Boettcher	NEHA 105435RMT	<input checked="" type="checkbox"/> Radon Mitigation <input type="checkbox"/> Advanced Diagnostics <input type="checkbox"/> Multi-Family Mitigation	Northern Plumbing 19960 Ferret St Elk River, MN 55330	763-753-5216 www.northernplumbing.com	30 mile radius
Kyle Raverty	NEHA 103815RMT	<input checked="" type="checkbox"/> Radon Mitigation <input type="checkbox"/> Advanced Diagnostics <input type="checkbox"/> Multi-Family Mitigation	Omni Environmental, Inc. 1014 Bel Air Ln NW Rochester, MN 55901	507-252-0945 www.omnienviromental.net	Statewide
Allen Pederson	NEHA 105403RMT	<input checked="" type="checkbox"/> Radon Mitigation <input type="checkbox"/> Advanced Diagnostics <input type="checkbox"/> Multi-Family Mitigation	Pederson Plumbing 15396 – 407 th Ave Mabel, MN 55954	507-493-5589	SE MN 50 mile radius
Brian Delmore	NEHA 103059RMT	<input checked="" type="checkbox"/> Radon Mitigation <input type="checkbox"/> Advanced Diagnostics <input type="checkbox"/> Multi-Family Mitigation	Professional House Doctors 2930 – 15 th Ave NW Coon Rapids, MN 55433	763-428-2880 www.prohousedr.com	Statewide
Mark Guy	NEHA 103473RMT	<input checked="" type="checkbox"/> Radon Mitigation <input type="checkbox"/> Advanced Diagnostics <input type="checkbox"/> Multi-Family Mitigation	Quality Heating & Air Services, Inc. 12912 Ventura Ct., Suite 21 Shakopee, MN 55379	952-403-1110 www.quality-heating.com	25 mile radius

Contractor	Voluntary Certification	Services Provided	Address	Phone	Service Area
Thomas Tacheny	NEHA 104919RMT	<input checked="" type="checkbox"/> Radon Mitigation <input type="checkbox"/> Advanced Diagnostics <input checked="" type="checkbox"/> Multi-Family Mitigation	Radon Arrest LLC 59122 Kittyhawk Circle Mankato, MN 56001	507-345-8378 www.radonarrest.com	40 miles radius
John Hamre	NEHA 105342RMT	<input checked="" type="checkbox"/> Radon Mitigation <input type="checkbox"/> Advanced Diagnostics <input type="checkbox"/> Multi-Family Mitigation	Radon Busters & Clean Up 15499 Allen Blvd Prior Lake, MN 55372	952-447-2605	Metro Area
Kenneth Plzak	NEHA 105368RMT	<input checked="" type="checkbox"/> Radon Mitigation <input type="checkbox"/> Advanced Diagnostics <input checked="" type="checkbox"/> Multi-Family Mitigation	Radon Mitigation LLC 7905 Braddock Ave NE Monticello, MN 55362	763-295-5150 http://www.radonmitigationLLC.com	Statewide
Jeff Engen	NEHA 104334RMT	<input checked="" type="checkbox"/> Radon Mitigation <input type="checkbox"/> Advanced Diagnostics <input checked="" type="checkbox"/> Multi-Family Mitigation	Radon Mitigation Services/ Engen Construction Inc. 210 N Locust St Mabel, MN 55954	507-493-5252	60 mile radius
Gary Vaness	NEHA 104155RMT	<input checked="" type="checkbox"/> Radon Mitigation <input checked="" type="checkbox"/> Advanced Diagnostics <input type="checkbox"/> Multi-Family Mitigation	Radon Reduction, Inc. 5631 Glen Ave Minnetonka, MN 55345	612-209-4191	25 mile radius
Randy Weestrand	NEHA 100774RMT	<input checked="" type="checkbox"/> Radon Mitigation <input type="checkbox"/> Advanced Diagnostics <input checked="" type="checkbox"/> Multi-Family Mitigation	Radon Removal, Inc. 525 Orchard Park Rd Long Lake, MN 55356	952-476-6226 www.fixradon.com	250 mile radius
Dean Sulander	NEHA 103504RMT	<input checked="" type="checkbox"/> Radon Mitigation <input type="checkbox"/> Advanced Diagnostics <input type="checkbox"/> Multi-Family Mitigation	Radon Removal, Inc. 1160 Vierling Dr E #301 Shakopee, MN 55379	952-476-6226 www.fixradon.com	Statewide
Chris Weestrand	NEHA 102230RMT	<input checked="" type="checkbox"/> Radon Mitigation <input type="checkbox"/> Advanced Diagnostics <input type="checkbox"/> Multi-Family Mitigation	Radon Removal, Inc. 3500 Vicksburg Lane N #188 Plymouth, MN 55447	952-476-6226 www.fixradon.com	Statewide
Jason Lynn	NEHA 104650RMT	<input checked="" type="checkbox"/> Radon Mitigation <input type="checkbox"/> Advanced Diagnostics <input type="checkbox"/> Multi-Family Mitigation	Radon Removal, Inc. 3591 Halsey Ave SE Rockford, MN 55373	952-476-6226 www.fixradon.com	Statewide
Andrew Kelley	NEHA 104292RMT	<input checked="" type="checkbox"/> Radon Mitigation <input checked="" type="checkbox"/> Advanced Diagnostics <input checked="" type="checkbox"/> Multi-Family Mitigation	Radon Solutions 1025 Adams St Mankato, MN 56001	507-351-2413 www.radonsolutionsmankato.com	60 mile radius

Contractor	Voluntary Certification	Services Provided	Address	Phone	Service Area
William Shampine	NEHA 105573RMT	<input checked="" type="checkbox"/> Radon Mitigation <input type="checkbox"/> Advanced Diagnostics <input type="checkbox"/> Multi-Family Mitigation	Radon Squad 1550 – 91 st Ave NE, Suite 204 Blaine, MN 55449	612-306-1908 www.radonsquad.com	Statewide
Robert Buck	NEHA 103831RMT	<input checked="" type="checkbox"/> Radon Mitigation <input type="checkbox"/> Advanced Diagnostics <input type="checkbox"/> Multi-Family Mitigation	RLB Properties 13416 Morgan Ave S Burnsville, MN 55337	612-419-6994	50 mile radius
Jeff Baron	NEHA 104778RMT	<input checked="" type="checkbox"/> Radon Mitigation <input type="checkbox"/> Advanced Diagnostics <input type="checkbox"/> Multi-Family Mitigation	Schwicker Co 330 Poplar St Mankato, MN 56001	507-387-3101 www.schwicker.com	South Central
Joseph Splett	NEHA 104224RMT	<input checked="" type="checkbox"/> Radon Mitigation <input type="checkbox"/> Advanced Diagnostics <input checked="" type="checkbox"/> Multi-Family Mitigation	Splett Plumbing 43734 - 62 nd St Waterville, MN 56096	507-267-4442	60 mile radius
Michael Hogenson	NEHA 103492RMT	<input checked="" type="checkbox"/> Radon Mitigation <input type="checkbox"/> Advanced Diagnostics <input checked="" type="checkbox"/> Multi-Family Mitigation	Standard Water Control Systems, Inc 5337 Lakeland Ave N Crystal, MN 55429	763-537-4849 www.standardwater.com	Statewide
Andy Streitz	NEHA 105124RMT	<input checked="" type="checkbox"/> Radon Mitigation <input type="checkbox"/> Advanced Diagnostics <input type="checkbox"/> Multi-Family Mitigation	Streitz Heating and Cooling INC. 708 Schilling Dr. Dundas, MN 55019	507-645-4040 www.streitzheating.com	South Central
Levi Hymes	NEHA	<input checked="" type="checkbox"/> Radon Mitigation <input type="checkbox"/> Advanced Diagnostics <input type="checkbox"/> Multi-Family Mitigation	Triple H Construction LLC 1466 St. Peter Ave, Suite 315 Delano, MN 55328	763-300-8607 www.radonnomore.com	West Metro
Thor Wiebe	NEHA 103224RMT	<input checked="" type="checkbox"/> Radon Mitigation <input type="checkbox"/> Advanced Diagnostics <input checked="" type="checkbox"/> Multi-Family Mitigation	Thor Wiebe Home Inspections 903 Boxelder Marshall, MN 56258	507-537-1956	Statewide
William Hartmann	NEHA 105426RMT	<input checked="" type="checkbox"/> Radon Mitigation <input type="checkbox"/> Advanced Diagnostics <input type="checkbox"/> Multi-Family Mitigation	Twin City Repair & Maintenance Co. LLC 1579 Chelsea St St. Paul, MN 55108	651-252-8456	Metro Area & 50 mile radius
Rick Hazelwood	NEHA 103615RMT	<input checked="" type="checkbox"/> Radon Mitigation <input type="checkbox"/> Advanced Diagnostics <input checked="" type="checkbox"/> Multi-Family Mitigation	Voss Testing Laboratory 316 E Hoffman St Paynesville, MN 56362	320-243-3644 www.vossplumbing.com	100 mile radius

* as of the printing date of this fact sheet

Neighborhood Energy Connection Residential Energy Specification			
Customer: City of Saint Paul Address: 768 Rose Avenue E		Auditor: Michael Childs Phone: 651-221-4462 x145	
202	Replace Boiler with 90%+ AFUE Hot Water Boiler	Replace existing boiler with a gas fired, modulating, direct vent, 90%+ AFUE hot water boiler. Installation to include all power & control wiring, a setback thermostat, expansion tank, one circulation pump, water & gas supply & flue piping. The installation is required to maintain a minimum 70 F indoor temperature evenly throughout the conditioned space when outdoor temperature is - 10 F. Remove existing boiler, recycle all metal components and dispose of all other materials in a code legal dump.	One option.
304	Replace Water Heater with Power Vented .67 EF	Replace water heater with a power-vented water heater with an EF of .67. Include pressure & temperature release valve, discharge tube to within 6" of floor and PVC flue to power vent to exterior.	With above option.

306	Replace Boiler with 90%+ AFUE Hot Water Boiler & Sidearm water heater	<p>Replace existing boiler with a gas fired, modulating, direct vent, 90%+ AFUE hot water boiler. Installation to include all power & control wiring, a setback thermostat, expansion tank, one circulation pump, water & gas supply & flue piping. The installation is required to maintain a minimum 70 F indoor temperature evenly throughout the conditioned space when outdoor temperature is - 10 F. Install an indirect fired 40 gallon water tank as a separate zone on their boiler with a maximum heat loss rating of 1 degree per hour. Remove existing boiler, recycle all metal components and dispose of all other materials in a code legal dump.</p> <p>Another option.</p>	
310	Install Central Air Conditioning Unit	<p>Install 13 EER split system central air conditioning unit, following local building code. Using OEM performance information and industry-approved procedures, confirm that the selected equipment satisfies/meets the load requirements at the system design conditions.</p>	
500	Seal Attic Bypasses	<p>Contractor shall seal all attic bypasses. Bypasses shall be defined as any break in the envelope of a house between a heated living space and an unheated area or exterior. Bypass locations include, but are not limited to, the following areas: chimneys, soil stacks, end walls, dropped ceilings, open plumbing walls, beneath knee walls and around duct work, electrical work and attic access points. Bypasses shall be sealed in such a manner that the movement of air through the bypass is essentially stopped. "Essentially stopped" means that air leakage will not be detected by an infrared scan when the house is pressurized to 30 Pascals. Materials to be used for sealing bypasses depend on the size and location of the bypass and meet code requirements. These materials include high quality caulks (20-year life span), polyethylene rod stock, foam, sheetrock, sheet metal, extruded polystyrene and densely packed insulation.</p>	

510	Blow Open Attic to R-50	All bypasses shall be sealed before insulating in such a manner that the movement of air through the bypass is essentially stopped. "Essentially stopped" means that air leakage will not be detected by an infrared scan when the house is pressurized to 30 Pascals. Blow insulation to depth indicated on manufacturer's coverage chart, consistently and evenly to R-50. Insulation in the peak attic must be marked with a ruler to measure depth and a sign with the number of bags used and the date of the installation.	
512	Dense Pack Slants to capacity with cellulose	Determine cavities are free of hazards and can support dense packing pressures, locate drilling hazards, control dust when drilling from interior. Blow Slant walls with cellulose to capacity using the Dense Pack Method to a minimum density 3.5 lbs./ft ³ .	
524	Air seal and insulate existing "dead" spots	All bypasses shall be sealed before insulating in such a manner that the movement of air through the bypass is essentially stopped. "Essentially stopped" means that air leakage will not be detected by an infrared scan when the house is pressurized to 30 Pascals. Insulate to R-50. If there is not enough room, insulate to capacity. Expand the living area into these spaces.	These are both sides of the bathroom and between bedrooms.
530	Install Air Chutes	When soffit vents are installed or existing, a passage for air movement shall be cleared before insulating. Baffles or chutes shall be installed to maintain the passage of free air. Attic areas below the baffle or chute shall be insulated to R-44 or to capacity as space allows.	
608	Wall insulation - Exterior Application: Remove Aluminum Siding, Drill, Dense Pack, Plug and Replace Siding	Siding shall be removed before drilling access holes. Determine cavities are free of hazards and can support dense packing pressures, locate drilling hazards, control dust when drilling from interior. Completely fill each cavity to a consistent density. Dense pack cellulose to a minimum density of 3.5 lbs/ft ³ or dense pack spider fiberglass per manufacturer's instructions. Siding must be replaced without damage and nailed back with appropriate galvanized nails. Follow all applicable Lead Safe Work Practices as per the EPA's RRP Rules.	Method depends on extent of rehab work.

616	Wall insulation - Interior Application: Dense Pack Cellulose	Exterior walls insulated from inside the house shall be drilled through to provide access. Determine cavities are free of hazards and can support dense packing pressures, locate drilling hazards, control dust when drilling from interior. Completely fill each cavity to a consistent density. Dense pack cellulose to a minimum density of 3.5 lbs./ft ³ or dense pack spider fiberglass per manufacturer's instructions. Follow all applicable Lead Safe Work Practices as per the EPA's RRP Rules. Loose blown cellulose or fiberglass existing.	Method depends on extent of rehab work.
618	Wall insulation - Interior Application: Fiberglass batt open cavities	Fit batt insulation between studs so that it fills the wall cavity without any gaps, voids, or compression. Call the NEC before sheet rocking.	Method depends on extent of rehab work.
620	Wall insulation - Interior Application: Spray foam open cavities	Follow manufacturer's instructions to completely and evenly fill the cavity. Call the NEC for inspection before sheet rocking.	Method depends on extent of rehab work.
802	Air Seal and Insulate Rim Joist	Seal cracks and holes in rim joist before insulating. Caulk or foam 3 inches of rigid insulation in place. Or, apply two-part foam evenly and consistently according to manufacturer's instructions to insulate to R-10 around basement rim joist.	
1000	Install ENERGY STAR Rated Kitchen Fan	Install an ENERGY STAR rated exhaust fan connected with insulated rigid ductwork into a dampered vent.	
1010	Install ENERGY STAR Rated 2-stage Bathroom Fan	Install an ENERGY STAR rated two-speed bathroom fan .8 sones or less, with a pre-set low-speed of 10-30 CFM and a high-speed boost capability of 70-110 CFM initiated by a wall switch or motion detector. Vent bathroom fan using rigid duct and insulated with fiberglass and vented out with dampered roof vent.	
1210	Install ENERGY STAR Rated Washing Machine	Connect new ENERGY STAR rated clothes washer sized appropriately for the household. Use braided steel water supply lines and a smooth rubber drain line connected to a 2 inch drain with trap. Remove existing washer, recycle all metal components and dispose of all other materials in a code legal dump.	

1212	Install ENERGY STAR Rated Dishwasher	Install ENERGY STAR rated dishwasher including all alterations and connections to plumbing and electric system. Remove existing dishwasher, recycle all metal components and dispose of all other materials in a code legal dump.	
1214	Install ENERGY STAR Rated Refrigerator	Install ENERGY STAR rated refrigerator sized appropriately for the household. Remove existing refrigerator, recycle all metal components and dispose of all other materials in a code legal dump.	



CITY OF SAINT PAUL
Christopher B. Coleman, Mayor

375 Jackson Street, Suite 220
Saint Paul, Minnesota 55101-1806

Telephone: 651-266-8989
Facsimile: 651-266-9124
Web: www.stpaul.gov/dsi

Code Compliance Report

August 17, 2012

Housing and Redevelopment Authority of St Paul
25 4th St W Unit 1100
Saint Paul MN 55102-1634

**** This Report must be Posted
on the Job Site ****

Re: 768 Rose Ave E
File#: 12 055547 VB2

Dear Property Owner:

The following is the Code Compliance report you requested on July 26, 2012.

Please be advised that this report is accurate and correct as of the date August 17, 2012. All deficiencies identified by the City after this date must also be corrected and all codes and ordinances must be complied with. This report is valid for 365 days from August 17, 2012. This report may be used in lieu of a Truth in Housing Report required in St Paul Legislative Code 189. This building must be properly secured and the property maintained at all times.

In order to sell or reoccupy this property the following deficiencies must be corrected:

BUILDING **Inspector: Jim Seeger** **Phone: 651-266-9046**

- Install handrails (34 inches - 38 inches above each nosing) and guardrails (36 inch minimum) at all stairways, and return hand rail ends into a newel post or wall per attachment.
- Prepare and paint interior and exterior as necessary. Observe necessary abatement procedures (EPA, MPCA and St. Paul Legislative Code, Chapter 34 for additional information) if lead base paint is present.
- Re-level structure as much as is practical.
- Air-seal and insulate attic/access door.
- Install Smoke Detectors/Carbon Monoxide Detectors per MN Conservation Code and the MN Dept. of Labor and Industry: Install per code where feasible.
- Provide major clean-up of premises.
- Replace or repair landing and stairway per code.
- Repair siding, soffit, fascia, trim, etc. as necessary.
- Provide proper drainage around house to direct water away from foundation of house.
- Provide proper drainage around house to direct water away from foundation of garage.
- Install downspouts and a complete gutter system some corrections needed.
- Install rain leaders to direct drainage away from foundation.

Re: 768 Rose Ave E
August 17, 2012
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BUILDING **Inspector: Jim Seeger** **Phone: 651-266-9046**

- Replace house roof covering and vents to code.
- Provide general rehabilitation of garage.
- Remove trees which are against foundation of home and garage.
- Grade must drain away from foundation of dwelling. Maintain 6 inch clearance between wood and soil.
- Remove, repair or replace fence.
- Support second floor properly in garage.
- Repair garage apron.
- Replace decayed siding on south side of garage.
- Remove carpet from basement.
- Install safety cable on overhead garage doors.
- A building permit is required to correct the above deficiencies.

ELECTRICAL **Inspector: Dan Moynihan** **Phone: 651-266-9036**

- Ground the electrical service to the water service with a copper conductor within 5 feet of the entrance point of the water service
- Bond around water meter with a copper wire sized for the electrical service per Article 250 of the NEC
- Install/replace GFCI receptacle in second floor bathroom adjacent to the sink
- Repair or Replace all broken, missing or loose light fixtures, switches and outlets, covers and plates
- Check all outlets for proper polarity and verify ground on 3-prong outlets. No power at time of inspection.
- Install hard-wired, battery backup smoke detector per bulletin 80-1 and other smoke detectors as required by the IRC. Also, Install carbon monoxide detector(s) within 10 feet of all bedrooms
- Properly wire exterior lights at back door
- Install box extensions on devices mounted in wood paneling.
- Add a receptacle to second floor east bedroom ARC Fault.
- Repair meter cover.
- Based on repair list purchase permit for 6 circuits.
- All added receptacles must be grounded, tamper-resistant and be on an Arc-Fault Circuit Interrupter-protected circuit.
- Any open walls or walls that are opened as part of this project must be wired to the standards of the current NEC.
- All buildings on the property must meet the St. Paul Property Maintenance Code (Bulletin 80-1).
- All electrical work must be done by a Minnesota-licensed electrical contractor under an electrical permit.

Re: 768 Rose Ave E
August 17, 2012
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PLUMBING **Inspector: Rick Jacobs** **Phone: 651-266-9054**

- Basement - Water Heater - No gas shut off or gas piping incorrect (IFGC 402.1)
- Basement - Water Heater - Vent must be in chimney liner (IFGC 501.12)
- Basement - Water Heater - Water piping incorrect (MPC 1730 Subp. 1)
- Basement - Water Heater - gas venting incorrect (IFGC 503)
- Basement - Water Heater - not fired or in service (MPC 2180)
- Basement - Water Meter - meter is removed or not in service (MPC 4715.1700)
- Basement - Water Meter - raise meter to a minimum 12 inches above floor (MPC 2280)
- Basement - Water Meter - service valves not functional or correct (MPC 1800 Subp 3,4)
- Basement - Water Piping - boiler fill water line requires backflow assembly or device (MPC 2100)
- Basement - Water Piping - provide water piping to all fixtures and appliances (MPC 1700)
- Basement - Water Piping - repair or replace all corroded, broken or leaking piping (MPC 4715.1720)
- Basement - Water Piping - run 1 inch water line from meter to first major take off (SPRWS Water Code)
- Basement - Gas Piping - dryer gas shutoff; connector or piping incorrect (IFGC 402.1)
- Basement - Gas Piping - replace improper piping or fittings (IFGC 406.1.2)
- Basement - Gas Piping - run dryer vent to code (IFGC 613.1 - IMC 604.1)
- Basement - Soil and Waste Piping - no front sewer clean out (MPC 1000)
- Basement - Soil and Waste Piping - no soil stack base clean out
- Basement - Laundry Tub - incorrectly vented (MPC 2500)
- Basement - Laundry Tub - provide a vacuum breaker for the spout (MPC 2000 B)
- Basement - Laundry Tub - waste incorrect (MPC 2300)
- Basement - Laundry Tub - water piping incorrect (MPC 0200 P.)
- First Floor - Sink - faucet is missing, broken or parts missing (MPC 0200.P.)
- First Floor - Sink - waste incorrect (MPC 2300)
- Second Floor - Tub and Shower - Provide a vacuum breaker for the handheld shower (MPC 2000 B)
- Second Floor - Tub and Shower - faucet is missing, broken or parts missing (MPC 0200. P.)
- Second Floor - Tub and Shower - provide anti-scald valve (MPC 1380. Subp. 5)
- Second Floor - Tub and Shower - provide stopper (MPC 1240)
- Second Floor - Tub and Shower - replace waste and overflow (MPC 1240)
- Exterior - Lawn Hydrants - Requires backflow assembly or device (MPC 2000)
- Exterior - Rain Leader - Not properly plugged or capped off
- Obtain plumbing permits prior to commencement of work.

HEATING **Inspector: Maureen Hanson** **Phone: 651-266-9043**

- Install approved level handle manual gas shutoff valve on boiler and remove unapproved valve
- Clean and Orsat test boiler burner. Check all controls for proper operation. Provide documentation from a licensed contractor that the heating unit is safe.

Re: 768 Rose Ave E
August 17, 2012
Page 4

HEATING **Inspector: Maureen Hanson** **Phone: 651-266-9043**

- Install approved metal chimney liner
- Connect boiler and water heater venting into chimney liner
- Provide adequate clearance from flue vent pipe on boiler to combustible materials or provide approved shielding according to code
- Vent clothes dryer to code
- Provide support for gas lines to code
- Plug, cap and/or remove all disconnected gas lines
- Provide a window in the bathrooms with an aggregate glazing area of not less than 3 square feet, one-half of which must be openable or provide exhaust system vented to outside. A mechanical ventilation permit is required if an exhaust system is installed.
- Provide heat in every habitable room and bathrooms
- Support supply and return piping from heating system according to code
- Install boiler pressure relief valve in vertical position and pipe discharge to within 18 inches of the floor.
- Install back flow preventer on city water fill line to hot water heating system and pipe vent as required.
- Repair or replace fin tube radiation and covers as needed
- Mechanical gas and hydronic permits are required for the above work.

ZONING

1. This property is in a(n) RT1 zoning district.
2. This property was inspected as a Single Family Dwelling.

Notes:

- See attachment for permit requirements and appeals procedure.
- Most of the roof covering could not be inspected from grade. Recommend this be done before rehabilitation is attempted.
- There was considerable storage/clutter within property at the time of the inspection. Property is to meet appropriate Codes when complete.

This is a registered vacant building. In order to sell or reoccupy this building, all deficiencies listed on this code compliance report must be corrected in accordance with the Minimum Housing Standards of the St. Paul Legislative Code (Chapter 34) and all required permits must receive final approval within six (6) months of the date of this report. One (1) six-month time extension may be requested by the owner and will be considered if it can be shown that the code compliance work is proceeding and is more than fifty (50) percent complete in accordance with Legislative Code Section 33.03(f).

Re: 768 Rose Ave E
August 17, 2012
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You may file an appeal to this notice by contacting the City Clerk's Office at 651-266-8688. Any appeal must be made in writing within 10 days of this notice. (You must submit a copy of this notice when you appeal, and pay a filing fee.)

If you have any questions regarding this inspection report, please contact Jim Seeger between 7:30 - 9:00 AM at 651-266-9046 or leave a voice mail message.

Sincerely,

James L. Seeger
Code Compliance Officer
Department of Safety and Inspections
City of Saint Paul
375 Jackson Street, Suite 220
Saint Paul MN 55101
Phone: 651-266-9046
Email: james.seeger@ci.stpaul.mn.us

JLS:ml
Attachments

Radon Test Result: 1.7 ± 0.3 pCi/L

Test Started 07/13/12 at 1:00 pm

Test Ended 07/16/12 at 12:00 pm

Closed house conditions maintained during test.

Location Basement

|||||
JULES ATANGANA

768 ROSE

SAINT PAUL, MN 55164

INTERPRETING YOUR TEST RESULT

This radon test was provided to you by MN DEPT OF HEALTH/INDOOR AIR UNIT / 651-201-4601. The US EPA action level for indoor radon is 4.0 pCi/L. The EPA indicates that there is little short-term risk with test results in this range (0.6 to 1.9 pCi/L). However, because radon levels fluctuate daily, as well as seasonally, you may want to retest during another season. Additionally, if you make any structural changes or start to use a lower level of the building more frequently, you should test again.

You may be able to obtain additional information about radon related subjects by calling your **state radon officer at 800-798-9050**. Or call the "Radon Fix-It Line" at 800-644-6999 Monday thru Friday between NOON and 8 pm EST

This test result reflects the amount of radon measured in this sample AFTER it arrived at our laboratory. All analysis computations are automatically adjusted to reflect the length of test, the amount of moisture in the sample, time from the end of test, and the amount of radiation measured. If ALL the test instructions were carefully followed, then it is reasonable to assume this is an accurate assessment of the average level of the radon this sample was exposed to during the time indicated on the test packet.

READ THIS FIRST

This result has been rounded to one-tenth (0.1) of a pCi/L (picoCurie per liter), the most common method of reporting radon in air.

NEXT...PLEASE...READ

everything under the heading

INTERPRETING YOUR TEST RESULT

Your health risk

The primary health risk from long-term exposure to radon is lung cancer. The risk of developing a lung cancer from radon exposure depends both on how much radon is present and how long you are exposed to radon. The higher the radon level or the longer the time of exposure, even if the levels are relatively low, the greater the risk. Exposures up to 4 pCi/L may present some risk of contracting lung cancer to more sensitive occupants, especially children. Recently the US Congress set as a goal the lowering of radon levels in buildings to equal the levels of outside air.

What is a picoCurie

For those interested in the numbers, a picoCurie is 0.000,000,000,001 (one-trillionth) of a Curie, an international measurement unit of radioactivity. One pCi/L means that in one liter of air there will be 2.2 radioactive disintegrations each minute. For example, at 4 pCi/L there will be approximately 12,672 radioactive disintegrations in one liter of air, during a 24-hour period.

Conducting Follow-up Measurements

USEPA protocol describes two general types of radon measurements: short-term tests conducted from 48 hours up to 90 days, and long-term tests that last from 90 to 365 days. Your first test (initial/screening) should be a short-term 'worst-case' screening to see if there is a potential for high exposure to radon. Screening tests should be conducted under closed-building conditions, in the lowest lived-in area in the house, because the highest concentrations of radon will usually be found in a room closest to the underlying soil. Tests made under these conditions are less likely to miss a house with a potential for high concentrations. On the other hand, if the results of worst-case screening tests are very low, there is a high probability that the average annual concentrations in the house are also low.

* Your state has designated a radon officer to assist citizens with questions on radon. Most offer free information on radon and radon reduction techniques, and most keep a list of qualified radon testing and mitigation businesses. Your radon officer can also provide the phone number of your regional USEPA office.

Conducting Follow-up Measurements

The higher your initial (screening) tests, the sooner you should conduct follow-up measurements. The EPA states that you should retest the same location that was tested initially. **For additional or follow-up testing,** make sure at least one test is conducted in the **lowest lived-in level** of the home. Also choose regularly used rooms, such as family rooms, dens, playrooms, or bedrooms. A bedroom on the lower level may be a good choice, because people generally spend the most time in their bedrooms (approximately one-third of the year). If there are children, it may be appropriate to test their rooms or other areas where they spend a lot of time, especially at the lower levels. All short-term follow-up tests **must** be conducted under closed-building conditions. If closed-building conditions cannot be maintained, a long-term measurement conducted under normal living conditions could be used to help estimate average annual exposures.

Tests **should not be conducted** in a kitchen or a bathroom because high humidity, exhaust fans, and other factors can adversely affect the test results. Tests **should not be conducted** in storage areas or laundry rooms, because relatively little time is spent there. Although radon in water may be a contributor to the concentration of airborne radon, radon in air should be **confirmed** before a test for radon in water is performed.

It is recommended that before spending any time or money on radon mitigation, one should conduct multiple (three or more) tests to be certain there is a need. A few more tests will most certainly cost considerably less than any mitigation work.

If follow-up measurements have **confirmed** that the average annual level of radon is equal to or greater than 4 pCi/L, the USEPA recommends that the building or home be mitigated for radon. Consider also that a future buyer is likely to demand that the building pass a radon test before purchasing.

Variations in Radon Levels: what can affect your test results and why it may be important to conduct confirmation tests.

When tests are performed in different seasons or under different weather conditions, the initial screening and follow-up tests may vary considerably. Radon levels can vary significantly between seasons, so different values **are to be expected**. Even during normal

weather, indoor radon levels may rise and fall by a factor of two on a daily cycle; for example, from 5 pCi/L to 10 pCi/L in 24 hours. During rapidly changing or stormy weather, the levels may change more dramatically. Because continual changes in radon levels are considered the norm, expose the testing device for as long as is practical, while following the manufacturer's recommendations. This, of course, provides a better overall average of the measurement.

If you are comparing tests, or are averaging a series of tests, bear in mind that any radon test returns only the average of the levels present during a **specific period of time** at the **precise location** of the test. Conditions during a different test period or at a different location in the building are **expected to be different**.

Test results can also vary if the radon test instructions were not carefully followed. A laboratory measuring radon in samples taken outside the lab **must rely on the person conducting the test**. For example, the wrong starting or ending date of a test will significantly affect the calculated result. The location of each radon test can also influence the result. For example, a test placed in the blowing air stream of a fan is likely to collect more radon than it would under normal conditions. Also, three tests conducted in one home, but in three different rooms, **would be expected to have at least slightly different test results**.

Test results from a properly used activated charcoal test will more closely reflect the average radon concentrations over the last three to five days of the test period. This happens because the radon collected by the activated charcoal has a radioactive half-life of only four days. This means, for example, over one-half of the radon collected during the first three days of a seven day test 'died' before the test ended. Seven day exposures of activated charcoal test devices are suggested because this allows the charcoal to equilibrate with its environment, averaging out the peaks and valleys that normally occur in real-life radon levels. Also the aspect of user convenience is considered, because most find it easier to remember to end a test on the same day of the week it was started.

If you have further questions regarding this test or need advice on follow-up testing, call fax or write to our technical service department listed below. Thank you for choosing the Air Chex test device.

PERFORMING RADON TESTS FOR A REAL ESTATE TRANSACTION

EPA guidelines recommend that at least two short-term tests should be conducted, either together or sequentially, at the same location in the building. If the average of all the tests is below 4 pCi/L, then no further action is necessary at this time. It is **highly recommended** that any property transaction tests be conducted by a non-interested third party. To locate a listed or certified radon tester, contact your state or regional EPA radon office or visit our website at <http://www.radon.com> to download a list of NEHA-certified testers. Ask for or download publication number EPA 402-K-00-008 Home Buyer's and Seller's Guide to Radon.

Limitation of Liability: While we at Air Chex, Inc. make every effort to maintain the highest possible quality control and include several checks and verification steps in our procedures, we make NO WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS with respect to any item furnished, information supplied or services rendered you by Air Chex, Inc. Before any action is taken on the basis of test results given to you by Air Chex, Inc. we recommend that further testing be done. Neither Air Chex, Inc., nor any of our employees or agents, shall be liable under any claim, charge, or demand, whether in contract, tort or otherwise, for any and all losses, costs, charges, claims, demands, fees, expenses, injuries or damages (including without limitation INCIDENTAL OR CONSEQUENTIAL DAMAGES WHICH ARE EXCLUDED) of any nature or kind arising out of, connected with, resulting from, or sustained as a result of any item furnished, information supplied, or service rendered to you by Air Chex, Inc.

Notice to Pennsylvania Residents: The Radon Certification Act requires that anyone who provides any radon-related service or product to the general public must be certified by the Pennsylvania Department of Environmental Protection. You are entitled to evidence of certification from any person who provides such services or products. You are also entitled to a price list for services or products offered. All radon measurement data will be sent to the Department as required in the Act and will be kept confidential. If you have any questions, comments, or complaints concerning persons who provide radon-related services, please contact the Department of Environmental Protection, P.O. Box 8469, Harrisburg, PA 17105-8469 (717-783-4594).

The radon test kit(s) used for this report is certified by the NEHA-NRPP, Lab ID: 101138, for use in all fifty states. It is also listed or certified for use in all states that have a radon program.

For technical information, call (828) 684-0893. Office hours are Mon-Fri 8:30 to 5:30 EASTERN
You can reach us by Fax at (828) 684-8498 or write to Air Chex, Inc., Box 2000, Naples, NC 28760
Web Site: <http://www.radon.com> **Email to:** info@radon.com

Radon Test Result: 1.9 ±0.3 pCi/L

Test Started 07/13/12 at 1:00 pm

Test Ended 07/16/12 at 12:00 pm

Closed house conditions maintained during test.

Location Basement

|||||
JULES ATANGANA
768 ROSE
SAINT PAUL, MN 55106-3128

INTERPRETING YOUR TEST RESULT

This radon test was provided to you by MN DEPT OF HEALTH/INDOOR AIR UNIT / 651-201-4601. The US EPA action level for indoor radon is 4.0 pCi/L. The EPA indicates that there is little short-term risk with test results in this range (0.6 to 1.9 pCi/L). However, because radon levels fluctuate daily, as well as seasonally, you may want to retest during another season. Additionally, if you make any structural changes or start to use a lower level of the building more frequently, you should test again.

You may be able to obtain additional information about radon related subjects by calling your **state radon officer at 800-798-9050**. Or call the "Radon Fix-It Line" at 800-644-6999 Monday thru Friday between NOON and 8 pm EST

This test result reflects the amount of radon measured in this sample AFTER it arrived at our laboratory. All analysis computations are automatically adjusted to reflect the length of test, the amount of moisture in the sample, time from the end of test, and the amount of radiation measured. If ALL the test instructions were carefully followed, then it is reasonable to assume this is an accurate assessment of the average level of the radon this sample was exposed to during the time indicated on the test packet.

READ THIS FIRST

This result has been rounded to one-tenth (0.1) of a pCi/L (picoCurie per liter), the most common method of reporting radon in air.

NEXT...PLEASE...READ

everything under the heading

INTERPRETING YOUR TEST RESULT

Your health risk

The primary health risk from long-term exposure to radon is lung cancer. The risk of developing a lung cancer from radon exposure depends both on how much radon is present and how long you are exposed to radon. The higher the radon level or the longer the time of exposure, even if the levels are relatively low, the greater the risk. Exposures up to 4 pCi/L may present some risk of contracting lung cancer to more sensitive occupants, especially children. Recently the US Congress set as a goal the lowering of radon levels in buildings to equal the levels of outside air.

What is a picoCurie

For those interested in the numbers, a picoCurie is 0.000,000,000,001 (one-trillionth) of a Curie, an international measurement unit of radioactivity. One pCi/L means that in one liter of air there will be 2.2 radioactive disintegrations each minute. For example, at 4 pCi/L there will be approximately 12,672 radioactive disintegrations in one liter of air, during a 24-hour period.

Conducting Follow-up Measurements

USEPA protocol describes two general types of radon measurements: short-term tests conducted from 48 hours up to 90 days, and long-term tests that last from 90 to 365 days. Your first test (initial/screening) should be a short-term 'worst-case' screening to see if there is a potential for high exposure to radon. Screening tests should be conducted under closed-building conditions, in the lowest lived-in area in the house, because the highest concentrations of radon will usually be found in a room closest to the underlying soil. Tests made under these conditions are less likely to miss a house with a potential for high concentrations. On the other hand, if the results of worst-case screening tests are very low, there is a high probability that the average annual concentrations in the house are also low.

* Your state has designated a radon officer to assist citizens with questions on radon. Most offer free information on radon and radon reduction techniques, and most keep a list of qualified radon testing and mitigation businesses. Your radon officer can also provide the phone number of your regional USEPA office.

Conducting Follow-up Measurements

The higher your initial (screening) tests, the sooner you should conduct follow-up measurements. The EPA states that you should retest the same location that was tested initially. **For additional or follow-up testing,** make sure at least one test is conducted in the **lowest lived-in level** of the home. Also choose regularly used rooms, such as family rooms, dens, playrooms, or bedrooms. A bedroom on the lower level may be a good choice, because people generally spend the most time in their bedrooms (approximately one-third of the year). If there are children, it may be appropriate to test their rooms or other areas where they spend a lot of time, especially at the lower levels. All short-term follow-up tests **must** be conducted under closed-building conditions. If closed-building conditions cannot be maintained, a long-term measurement conducted under normal living conditions could be used to help estimate average annual exposures.

Tests **should not be conducted** in a kitchen or a bathroom because high humidity, exhaust fans, and other factors can adversely affect the test results. Tests **should not be conducted** in storage areas or laundry rooms, because relatively little time is spent there. Although radon in water may be a contributor to the concentration of airborne radon, radon in air should be **confirmed** before a test for radon in water is performed.

It is recommended that before spending any time or money on radon mitigation, one should conduct multiple (three or more) tests to be certain there is a need. A few more tests will most certainly cost considerably less than any mitigation work.

If follow-up measurements have **confirmed** that the average annual level of radon is equal to or greater than 4 pCi/L, the USEPA recommends that the building or home be mitigated for radon. Consider also that a future buyer is likely to demand that the building pass a radon test before purchasing.

Variations in Radon Levels: what can affect your test results and why it may be important to conduct confirmation tests.

When tests are performed in different seasons or under different weather conditions, the initial screening and follow-up tests may vary considerably. Radon levels can vary significantly between seasons, so different values **are to be expected**. Even during normal

weather, indoor radon levels may rise and fall by a factor of two on a daily cycle; for example, from 5 pCi/L to 10 pCi/L in 24 hours. During rapidly changing or stormy weather, the levels may change more dramatically. Because continual changes in radon levels are considered the norm, expose the testing device for as long as is practical, while following the manufacturer's recommendations. This, of course, provides a better overall average of the measurement.

If you are comparing tests, or are averaging a series of tests, bear in mind that any radon test returns only the average of the levels present during a **specific period of time** at the **precise location** of the test. Conditions during a different test period or at a different location in the building are **expected to be different**.

Test results can also vary if the radon test instructions were not carefully followed. A laboratory measuring radon in samples taken outside the lab **must rely on the person conducting the test**. For example, the wrong starting or ending date of a test will significantly affect the calculated result. The location of each radon test can also influence the result. For example, a test placed in the blowing air stream of a fan is likely to collect more radon than it would under normal conditions. Also, three tests conducted in one home, but in three different rooms, **would be expected to have at least slightly different test results**.

Test results from a properly used activated charcoal test will more closely reflect the average radon concentrations over the last three to five days of the test period. This happens because the radon collected by the activated charcoal has a radioactive half-life of only four days. This means, for example, over one-half of the radon collected during the first three days of a seven day test 'died' before the test ended. Seven day exposures of activated charcoal test devices are suggested because this allows the charcoal to equilibrate with its environment, averaging out the peaks and valleys that normally occur in real-life radon levels. Also the aspect of user convenience is considered, because most find it easier to remember to end a test on the same day of the week it was started.

If you have further questions regarding this test or need advice on follow-up testing, call fax or write to our technical service department listed below. Thank you for choosing the Air Chex test device.

PERFORMING RADON TESTS FOR A REAL ESTATE TRANSACTION

EPA guidelines recommend that at least two short-term tests should be conducted, either together or sequentially, at the same location in the building. If the average of all the tests is below 4 pCi/L, then no further action is necessary at this time. It is **highly recommended** that any property transaction tests be conducted by a non-interested third party. To locate a listed or certified radon tester, contact your state or regional EPA radon office or visit our website at <http://www.radon.com> to download a list of NEHA-certified testers. Ask for or download publication number EPA 402-K-00-008 Home Buyer's and Seller's Guide to Radon.

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Notice to Pennsylvania Residents: The Radon Certification Act requires that anyone who provides any radon-related service or product to the general public must be certified by the Pennsylvania Department of Environmental Protection. You are entitled to evidence of certification from any person who provides such services or products. You are also entitled to a price list for services or products offered. All radon measurement data will be sent to the Department as required in the Act and will be kept confidential. If you have any questions, comments, or complaints concerning persons who provide radon-related services, please contact the Department of Environmental Protection, P.O. Box 8469, Harrisburg, PA 17105-8469 (717-783-4594).

The radon test kit(s) used for this report is certified by the NEHA-NRPP, Lab ID: 101138, for use in all fifty states. It is also listed or certified for use in all states that have a radon program.

For technical information, call (828) 684-0893. Office hours are Mon-Fri 8:30 to 5:30 EASTERN
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